

BOCC  
CONSENT AGENDA

**#1**

*guts*

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Development

**DATE:** August 28, 2006

**REQUEST:** Approve contract with ACS Firehouse Solutions for purchase of incident reporting and existing occupancy inspection software.

**CHECK ONE:**              X   Consent                   CAO

---

### BACKGROUND

The performance audit of the county Fire Marshal office recommended purchase of software to manage existing occupancy inspections and incident reporting. Staff reviewed software on the market looking for software with integrated modules, flexibility and reasonable cost. A comparison table is attached. One vendor, ACS Firehouse Solutions, met these criteria. In addition, three local fire agencies already use the software, which will make it easier to exchange data with local fire districts and cities.

The Fire Marshal requests permission to purchase ACS Firehouse Software as a sole source purchase. Existing occupancy inspection, incident reporting, and a accounts receivable solution will be purchased.

ACS provided a quote that includes a mobile inspection module. DCD does not want to purchase the mobile module at this time and will defer a purchase request until 2007.

### COMMUNITY OUTREACH

Fire Marshal staff discussed the purchase with the City of Vancouver, and Fire Districts 3, 5, 6, and 11. These agencies use Firehouse software and support the idea of expanding its use countywide. The countywide fire chiefs association is seeking a grant to help other districts\cities in the county purchase Firehouse.

### BUDGET AND POLICY IMPLICATIONS

Sufficient budget exists to purchase the software, at a total cost of \$15,200. The total project budget is approximately \$30,000, which includes time in both Information Services and DCD for set up, communication and customization. Sufficient resources are budgeted to complete the project.

### FISCAL IMPACTS

☒ Yes (see attached form)            ☐ No

### ACTION REQUESTED

Approval to purchase the software as described for \$15,200 and authorization for the County Administrator to execute the contract and any amendment required to the contract.

### DISTRIBUTION

*Toby LaFrance, DCD Finance Manager  
Jon Dunaway, Fire Marshal  
Finance Manager, Information Services*



Rich Carson, Director  
Community Development

Approved: \_\_\_\_\_

CLARK COUNTY  
BOARD OF COMMISSIONERS

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The software will increase the efficiency of the existing occupancy function, allowing inspectors to complete inspections more quickly and deliver the results with less effort. Inspectors will be better able to keep pace with the increasing existing occupancy load. We also believe that inspectors will be able to perform 5 percent more inspections because the time committed to documentation will decrease. A five percent increase inspections should result in an increase in fee revenue of \$8,000. This represents a 3 percent increase in fee revenue. The reason that the revenue increase is less than the increase in the number of inspections is that the additional cases are of a lower risk category and have a correspondingly lower fee.

The software will allow countywide exchange of incident reporting. This should not have a revenue impact.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1011/Community Development	0	0	0	\$16,000	0	\$16,000
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)  
Additional revenue is from increase existing occupancy fee revenue.

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1011/Community Dev.		0	\$15,200	0	0	0	0
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$15,200				
Supplies						
Travel						

Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	0	\$15,000	0	0	0	0

### Comparison of Fire Specific Software

Characteristics	FDCMS	Sybatech Code PAL	One Step	Alpinesoftware Red Alert	Firehouse
Existing Occupancy module	NO	YES	YES	YES	YES
NCFIRS Incident Module	YES	NO	NO	YES	YES
Accounts receivable module				NO	YES
Integrated modules	NO	NO	NO	YES	YES
SQL database				YES	YES
Client server approach				YES	YES
Code violation module				YES	YES
Ability to import inspection records				NO	YES
Standard reports				YES	YES
Customized reports				YES	YES
Local usage by other Clark Co. jurisdictions				NO	YES
Mobile solution				YES	YES
Digital photography link				YES	YES
CAD interface				YES	YES
Customer support				YES	YES
Batch reports\letters from inspections				YES	YES
Database audit log				YES	YES
User defined fields				LIMITED	YES

The Red Alert representative noted their software is highly customized. It has limited ability to import or export data. He thought it would be difficult to adapt it to the use we desire. It is also considerably more expensive than Firehouse.

ACS Government Systems, Inc  
dba ACS Firehouse Solutions  
3345 106th Circle  
Urbandale, IA 50322  
(515) 288-5717 (800) 921-5300

# Estimate

DATE	ESTIMATE NO.
7/24/2006	12408

NAME / ADDRESS
Clark County Fire Marshals Office Marlia Jenkins

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
FIREHOUSE Software Enterprise Version - Fire Incident	1	1,930.00	1,930.00
FIREHOUSE Software Enterprise Version - Per Module Additional User	7	265.00	1,855.00
FIREHOUSE Software Enterprise Version - Module Support	1	170.00	170.00
FIREHOUSE Software Enterprise Version - Additional User Support per Module	7	55.00	385.00
FIREHOUSE Software Enterprise Version - Fire Incident & Support Subtotal			4,340.00
FIREHOUSE Software Enterprise Version - Occupancy	1	1,930.00	1,930.00
FIREHOUSE Software Enterprise Version - Per Module Additional User	7	265.00	1,855.00
FIREHOUSE Software Enterprise Version - Module Support	1	170.00	170.00
FIREHOUSE Software Enterprise Version - Additional User Support per Module	7	55.00	385.00
FIREHOUSE Software Enterprise Version - Occupancy & Support Subtotal			4,340.00
Firehouse Software Enterprise Version Accounts Receivable Module	1	3,785.00	3,785.00
FIREHOUSE Software Enterprise Version - Module Support	1	555.00	555.00
FIREHOUSE Software Accounts Receivable Module & Support Subtotal			4,340.00
2003 NFPA 101 Life Safety Violation Codes	1	1,000.00	1,000.00
FH Mobile Inspections	8	860.00	6,880.00
FH Mobile Inspections Support	8	105.00	840.00
Set to be release January of 2007			
This estimate is valid for 60 days from the date of issue.		<b>TOTAL</b>	

ACS Government Systems, Inc  
 dba ACS Firehouse Solutions  
 3345 106th Circle  
 Urbandale, IA 50322  
 (515) 288-5717 (800) 921-5300

# Estimate

DATE	ESTIMATE NO.
7/24/2006	12408

NAME / ADDRESS
Clark County Fire Marshals Office Marlia Jenkins

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
FIREHOUSE Software Mobile Inspections & Support Subtotal			8,720.00
Out-of-state sale, exempt from sales tax		0.00%	0.00
This estimate is valid for 60 days from the date of issue.			<b>TOTAL</b>
			\$21,740.00



BOCC  
CONSENT AGENDA

**#2**

*John*

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** Public Works / Engineering Division / Project Management / Bridge Program

**DATE:** August 29, 2006

**REQUEST:** Emergency Declaration for Kline Bridge Temporary Repair

**CHECK ONE:**   X   Consent                      Chief Administrative Officer

---

**BACKGROUND:** Kline Bridge is currently slated to be replaced in 2008. A recent inspection revealed excessive scour at Pier 4 that could lead to catastrophic failure (collapse) of the bridge in the event of extreme high water. Engineering staff have reviewed the situation with state bridge engineers and two structural engineering consultants. All parties recommend a temporary fix to protect the pier until the scheduled replacement. The declaration of emergency by the Board of County Commissioners will facilitate expedited permit review and allow work to be completed before the upcoming wet season.

**COMMUNITY OUTREACH:** The public will be notified via email updates to stakeholders, news release, and replacement project website regarding the current bridge condition and necessity for the emergency action.

**BUDGET AND POLICY IMPLICATIONS:** The repair/stabilization project will be funded using County Road Funds. The actual costs are unknown at this time as the engineering solution is currently being developed, but it is estimated to be \$75,000 to \$200,000.

**FISCAL IMPACTS:** ☐ Yes (see Fiscal Impacts Attachment) ☒ No

If Yes, click the box and use the attached Fiscal Impacts attachment. If No, just click the box.

**ACTION REQUESTED:** Declare a "State of Emergency" for Kline Bridge. Authorize the funds necessary to complete the temporary repair project to stabilize the structure. Authorize the County Engineer to sign and enter into expedited construction contracts necessary to complete the repair work.

**DISTRIBUTION:** Please forward a copy of the approved staff report to Public Works Administration.

  
\_\_\_\_\_  
Kevin Gray, P.E.  
Engineering Services Manager

  
\_\_\_\_\_  
Peter Capell, P.E.  
Public Works Director/County Engineer

APPROVED: \_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

\_\_\_\_\_

ch/kg  
cc: Kline Bridge #1 - File, PW Central Files

PW 06-131

BOCC  
CONSENT AGENDA

**#3**

CLARK COUNTY  
STAFF REPORT

*grr*

DEPARTMENT/DIVISION: Public Works/Engineering Program/Real Property Services

DATE: August 26, 2006

REQUEST: Approve correction of legal description in land exchange approved August 22, 2006, between Clark County and Vancouver Hwy 99, LLC.

CHECK ONE:   X   Consent                      Chief Administrative Officer

**BACKGROUND:** On August 22, 2006, the Board approved the exchange of land with Vancouver Hwy 99, LLC (SR 280-06). The intent of the exchange was to leave the County with a 55-foot half width right-of-way at that location. The original 15 foot exchange was based upon an assumed right-of-way of 70 feet. However, further research has determined that the current right-of-way is actually 75 foot half width. This action will correct the legal description to reflect the actual right-of-way and 20-foot strip to be exchanged.

**COMMUNITY OUTREACH:** None.

**BUDGET AND POLICY IMPLICATIONS:** None. The property exchange is a county code approved property management function per CCC 233A 180 (3) Private exchange.

**FISCAL IMPACTS:** ☐ Yes (see Fiscal Impacts Attachment) ☒ No

**ACTION REQUESTED:** Approve correction of legal description in land exchange approved August 22, 2006, between Clark County and Vancouver Hwy 99, LLC.

**DISTRIBUTION:** Please notify the Real Property Services Section of the Boards action by calling extension 4376

  
\_\_\_\_\_  
Kevin J. Gray, P.E.  
Engineering Program Manager

APPROVED: \_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Peter Capell, P.E.  
Public Works Director/County Engineer

C: PW Central Files

*PW 06-126*

### **EXHIBIT "A"**

A strip of vacated right- of- way 20 feet in width, being the Easterly most 20 feet of that NE Highway 99 right-of-way vacated in road vacation document recorded in Clark County Auditors Files, recording number 8701140012, recorded January 14, 1987; that lies between Eng. Stations 136+00 and 140+00 Left; that lies adjacent to the following described property:

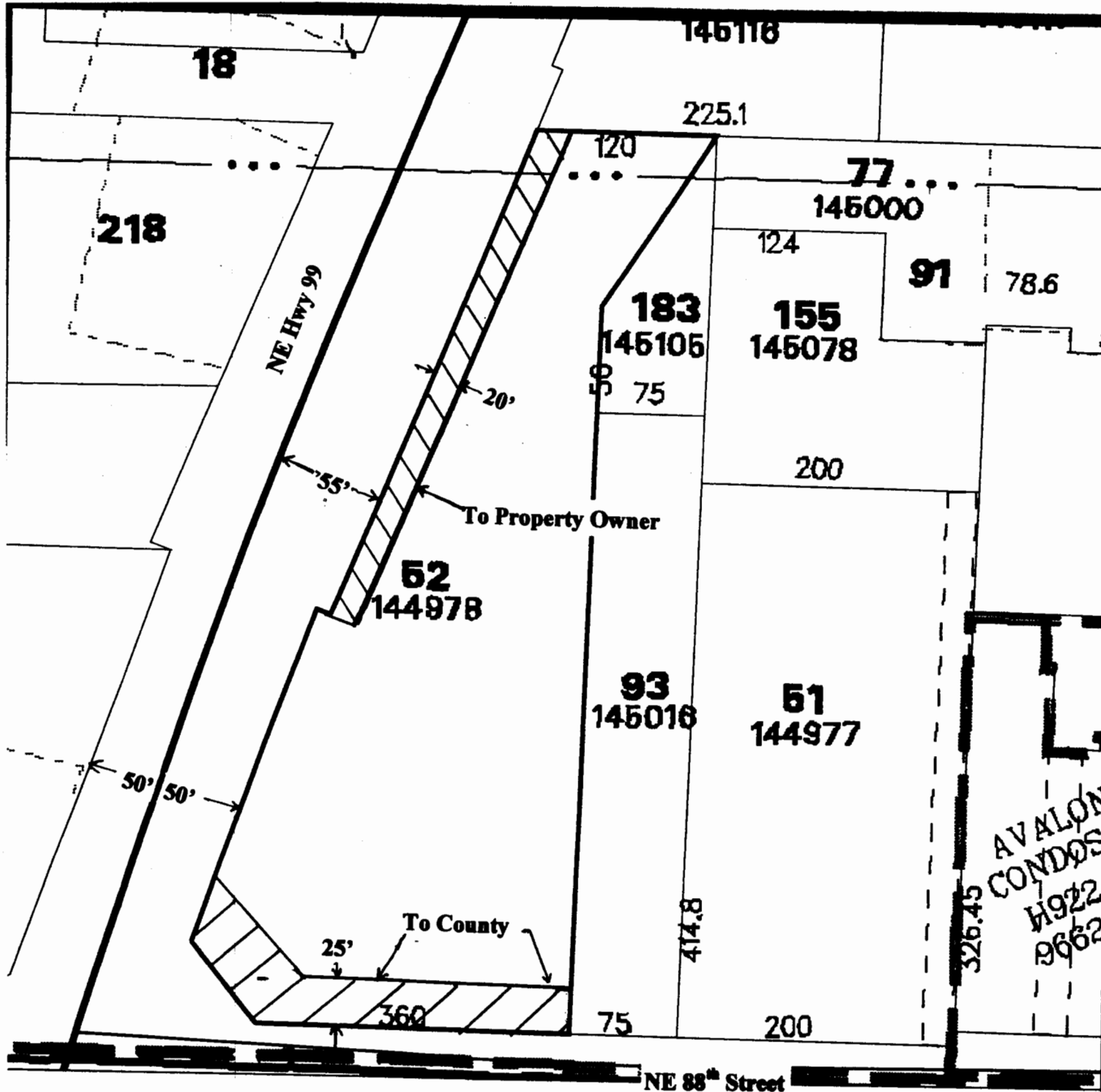
That portion of Government Lot 1 of Section 2, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point 652.9 feet North and 554.1 feet West of the Southeast corner of said Lot 1; thence South 652.9 feet; more or less to the South line of said Government Lot 1; thence West 360 feet, more or less, to the Easterly line of the right of way of the New Pacific Highway; thence Northerly along said Easterly Highway line to a point West of the point of beginning; thence East 120 feet, more or less, to the point of beginning.

EXCEPT County roads, and except that portion thereof conveyed to Walter Herman Borchers et ux, by deed recorded November 7, 1952, under Auditor's File No. G114240 and in Book 560 at Page 445, deed records of Clark County.

ALSO EXCEPT that portion conveyed to Clark County by deed recorded under Auditor's File No. 8404110047.





NW 1/4 of Section 02 T2R1E WM

Serial Number: 144978-000

Owner: VANCOUVER HWY 99 LLC

Address: 8801 NE HIGHWAY 99

- Major Roads
- State Route
  - Interstate
  - Primary Arterial
  - Arterial
  - State Route Ramp
  - Interstate Ramp
  - Roads

Real Property Services



ground past, promising future

CLARK COUNTY  
WASHINGTON

Plot Date: Jul 31, 2008

Map produced by:

Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.



BOCC  
CONSENT AGENDA

**#4**

**CLARK COUNTY  
STAFF REPORT**

*John*

**DEPARTMENT/DIVISION:** Public Works / Transportation

**DATE:** August 25, 2006

**SPECIFIC REQUEST:** Board of County Commissioners Adopt the Attached Resolution to Establish a Temporary Street Closure on NE 5th Avenue, from NE 76th Street to NE 78th Street.

**CHECK ONE:** X Consent \_\_\_\_\_ Chief Administrative Officer

**BACKGROUND:** Department of Public Works/Traffic Engineering staff is responding to a request from PMC, Parker & McCoy Excavation, LLC, to temporarily close NE 5th Avenue between NE 78th Street and NE 76th Street. PMC will reconstruct 450 linear feet of this road to a full width and provide new curb, new gutter, and sidewalks. In addition, this project will be installing new sanitary sewer, storm drains, and a new water main. These improvements are a condition of an approval to enhance the Hazel Dell Square and Business Park.

The owner of this development owns property on both sides of NE 5th Avenue, whereas the impact to other property owners will be minimal. Closing this short segment of road would control dust problems, prevent mud tracking onto Hazel Dell Avenue, improve safety during construction, and will shorten the work days for completion. This will minimize the inconvenience to the traveling public. Public Works Staff supports this temporary closure as this will ultimately provide a safer working environment for the workers and to the traveling public.

**COMMUNITY OUTREACH:** None.

**BUDGET AND POLICY IMPLICATIONS:** None. There are no policy implications to this request.


**FISCAL IMPACTS:** ☐ Yes (see Fiscal Impacts Attachment) ☒ No

If Yes, click the box and use the attached Fiscal Impacts attachment. If No, just click the box.

**ACTION REQUESTED:** We request that the Board of County Commissioners adopt the attached resolution to temporarily close this road section.

**DISTRIBUTION:** Please return to Public Works/Traffic Engineering an approved copy of this Staff Report and a signed copy of the executed original resolution to Public Works Department/Traffic Engineering, attention Bill Wright.

  
\_\_\_\_\_  
William Wright, P.E.  
Traffic Engineering/Operations Manager

  
\_\_\_\_\_  
Peter Capell, P.E.  
Public Works Director/County Engineer

APPROVED: \_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

WW/LHS/scw

Attachments: 1.) Resolution  
2.) Vicinity Map  
cc: PW Central Files

*PW 06-127*



# CLARK COUNTY, WASHINGTON

## RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, WASHINGTON

IT IS HEREBY RESOLVED THAT NE 5th Avenue  
(project name)

FROM NE 76th Street to NE 78th Street

State Road Log No. 12280 from Mile post 0.07 to Mile post 0.17

be improved as follows:

**This project consists of improving NE 5th Avenue for a complete full reconstruction. The existing pavement, curb, and sidewalk will be removed in order to widen and re-grade this road section. The new road will consist of new curb, gutter, and sidewalks. Also, this project will be installing new sanitary sewer, storm drains, and a new water main. When completed, NE 5th Avenue will have new pavement from curb to curb.**

**For the safety of workers and the traveling public Clark County may temporarily close NE 5th Avenue to through traffic during construction. The closure may be up to two (2) months during the 2006 fall construction season and public notice and detour information will be provided. Specific closure dates will be determined at the discretion of the County Engineer. During the closure period local access for residents, businesses, and schools will be provided, along with access for emergency services. This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as provided by law.**

**WHEREAS**, the Board of County Commissioners has legislative jurisdiction over specific traffic operations, including designating roadway or specific lanes which vehicular traffic can and cannot proceed, and

**WHEREAS**, establishment of the attached traffic control is deemed advisable in the best interest and safety of the traveling public; and

**WHEREAS**, the Board of County Commissioners has determined that adoption of this resolution for a temporary closure provides a general public benefit; and

**WHEREAS**, The Board of County Commissioners is in regular session assembled this day and has received public testimony on this matter.

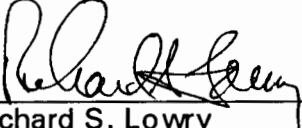
**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2006.

**Attest:**

**BOARD OF COMMISSIONERS  
CLARK COUNTY, WASHINGTON**

\_\_\_\_\_  
Clerk to the Board  
APPROVED AS TO FORM ONLY:  
ARTHUR D. CURTIS  
Prosecuting Attorney

\_\_\_\_\_  
Marc Boldt, Chair

By:   
Richard S. Lowry  
Chief Civil Deputy

\_\_\_\_\_  
Steve Stuart, Commissioner

\_\_\_\_\_  
Betty Sue Morris, Commissioner

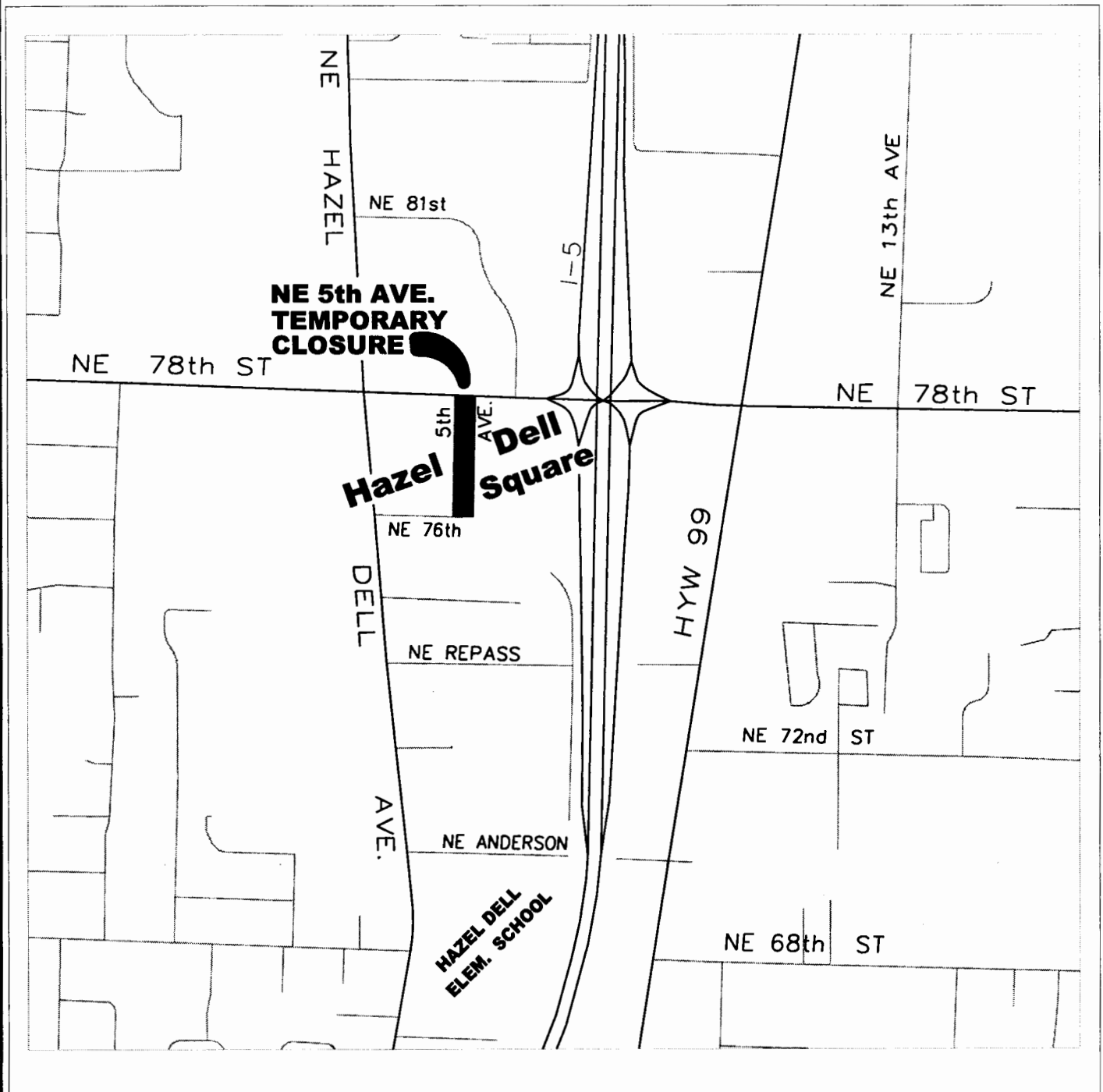
# *VICINITY MAP*

**Clark County Public Works**

## **NE 5th Avenue Closure**



N.T.S.



Department of Public Works



*proud past. promising future*

**Hazel Dell Square**  
**NE 5th Avenue Closure**  
**from NE 76th Street to NE 75th Street**

BOCC  
CONSENT AGENDA

**#5**

*gwr*

## CLARK COUNTY STAFF REPORT

**DEPARTMENT/DIVISION:** Office of Budget and Information Services

**CONTACT PERSON:** Glenn Olson, Budget Director

**DATE:** August 22, 2006

**REQUEST:** Execute two contracts with the Washington State Association of Counties to receive grant funds in the amount of \$128,000 for preparation of a Mitigation Opportunities database and website.

**CHECK ONE:** ☒ X Consent ☐ Routine ☐ Public Hearing

---

**BACKGROUND:** The Washington State Association of Counties (WSAC) was granted funds by the Washington State Department of Fish and Wildlife and the Washington State Department of Transportation to work with WSAC's contractor HDR, the staff of WSAC, the Association of Washington Cities (AWC), Clark County and the City of Vancouver to develop tools, information and business practices to improve the wetland and habitat mitigation and permitting process. This contract is one part of a "One Stop" permit improvement effort funded by several fund sources and entities. This specific project will create a website with site-specific environmental data, watershed level plans and goals, permitting decision trees and a mitigation marketplace. Users will have easier access to information outlining when mitigation is required and what is possible. Phase 1 is limited to public agency users and registered private sector users and must be completed by December 31, 2006.

Because the work is developmental in nature, involving coordination with multiple state, federal and local agencies as well as numerous ordinances, statutes and regulation, it is anticipated that that this contract will be amended as the project progresses to reflect knowledge gained and any changes in circumstances.

**COMMUNITY INVOLVEMENT:** No direct involvement.

**SPECIFIC REQUEST:** Approve a contract between WSAC and the County for \$88,000 in grant funds from the Washington Department of Fish and Wildlife. Approve a contract between WSAC and the County for \$40,000 in grant funds from the Washington Department of Transportation. Authorize the County Administrator to execute amendments to the contracts.

**BUDGET IMPLICATIONS:** The grant funds will be used to purchase software, hardware, web design and programming services, and acquisition of datasets necessary for the project. Staff time will be recorded and billed against the grants. Without the grants, staff would not have the resources to complete this project. Existing staff resources are sufficient to complete the project.

**DISTRIBUTION:**

Glenn Olson, Budget Office

Steve Arndt, Budget Office

Marlia Jenkins, Community Development

Bob Pool, Assessment and GIS

  
\_\_\_\_\_  
Bill Barron  
County Administrator

Approved: \_\_\_\_\_  
Clark County Board of  
Commissioners

**CONTRACT FOR SERVICES  
BETWEEN  
WASHINGTON STATE ASSOCIATION OF COUNTIES  
AND  
CLARK COUNTY, WASHINGTON**

This Contract is made and entered into by and between the Washington State Association of Counties (WSAC), hereinafter referred to as the "ASSOCIATION," Clark County, hereinafter referred to as the "CONTRACTOR," the express purpose set forth in the following provisions of this Contract.

The ASSOCIATION is being provided funds by the Washington State Department of Transportation, Division of Highways and Local Programs. The purpose of this Contract is for the CONTRACTOR to work with WSAC's contractor HDR and the staff of WSAC, the Association of Washington Cities (AWC) and the City of Vancouver to develop tools, information and business practices to improve the mitigation and permitting process. Costs and time for the permit and mitigation process comprise a significant component of transportation project budgets and schedules. The Transportation Permit Efficiency and Accountability Committee recommended further work on permit and mitigation issues in order to save time and money in building state and local transportation infrastructure.

This contract is one part of a "One Stop" permit improvement effort funded by several fund sources and entities. Because the work is developmental in nature, involving coordination with multiple state, federal and local agencies as well as numerous ordinances, statutes and regulation, it is anticipated that that this contract will be amended as the project progresses to reflect knowledge gained and any changes in circumstances.

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

**TERMS**

1. **Description of Work.** CONTRACTOR shall perform work as described in Exhibit B, "Scope of Work," which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The CONTRACTOR plans to use the funds allocated in this contract for acquisition of software, hardware, and for programming services related to the project. CONTRACTOR shall not perform any additional services without the expressed permission of the ASSOCIATION.
2. **Payment.**
  - a. The ASSOCIATION shall pay CONTRACTOR based upon billings and expenses, supported unless otherwise provided in Exhibit B, by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar expense payment requested. The ASSOCIATION shall pay a total contract value not to exceed **forty thousand dollars (\$40,000)** for the services described in this Contract through June 30, 2007. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the ASSOCIATION in the form of a negotiated and executed supplemental agreement. This total amount includes the cost of expenses and overhead in C below.
  - b. The CONTRACTOR shall receive reimbursement for travel and other expenses as authorized in advance by the ASSOCIATION as reimbursable. Such expenses may include transportation, lodging and meal expenses for authorized CONTRACTOR staff as necessary during periods of required travel. These expenses are included in the contract value stated in item A. above.

- c. The CONTRACTOR shall receive reimbursement for indirect/overhead expenses at the Clark County rate applied to the department incurring the cost, which shall be documented as part of the invoice process. Such expenses may include supplies, insurance, computer charges and other miscellaneous expenses as authorized by the ASSOCIATION as reimbursable. These expenses are included in the contract value stated in item A. above.
  - d. The ASSOCIATION shall pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the ASSOCIATION not more often than monthly. If expenses are invoiced, the CONTRACTOR must provide a detailed breakdown of authorized expenses identifying this project, according to the instructions set forth in Exhibit C, "Invoicing Instructions."
3. **Duration of Work.** CONTRACTOR shall complete the work described in Exhibit B, "Scope of Work", on or before June 30, 2007, unless extended by mutual agreement or terminated sooner as provided herein.
4. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Contract. As CONTRACTOR is a county of the State of Washington and independently performs the specific service provided to the ASSOCIATION hereunder, no agent, employee, representative or subcontractor of CONTRACTOR shall be or shall be deemed to be the employee, agent, representative or subcontractor of the ASSOCIATION. None of the benefits provided by the ASSOCIATION to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the ASSOCIATION to the CONTRACTOR or his employees, agents, representatives or subcontractors. CONTRACTOR will be solely and entirely responsible for his acts and for the acts of CONTRACTOR's agents, employees, representatives and subcontractors during the performance of this Contract. The ASSOCIATION may, during the term of this Contract, engage other independent contractors to perform the same or similar work that CONTRACTOR performs hereunder.
5. **Termination.**
- a. **Termination Upon the ASSOCIATION'S Option.** The ASSOCIATION shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the CONTRACTOR.

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the ASSOCIATION may terminate the Agreement, without the 30 day notice requirement, subject to renegotiation on the ASSOCIATION'S discretion under those new funding limitations or conditions.
  - b. **Rights Upon Termination.** In the event of termination, the ASSOCIATION shall only be responsible to pay for all services satisfactorily performed by CONTRACTOR to the effective date of termination, as described in the final invoice to the ASSOCIATION.
6. **Assignment.** Any assignment of this Contract by CONTRACTOR without the written consent of the ASSOCIATION shall be void.
7. **Non-Waiver of Breach.** The failure of the ASSOCIATION to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
8. **All Writings Contained Herein.** This Contract, Exhibit A, Exhibit B, and Exhibit C contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Contract.

**Washington State**

**Association of Counties (WSAC)**

By \_\_\_\_\_  
William Vogler, Executive Director

Date \_\_\_\_\_

**ASSOCIATION CONTACT:**

**Trina Bannister**

206 Tenth Av SE, Olympia, WA 98501-1333

Phone: (360) 753-1886 / Fax: (360) 753-2842

Email: [tbannister@wacounties.org](mailto:tbannister@wacounties.org)

**Clark County**

By \_\_\_\_\_  
Marc Boldt, Chair, Board of Clark County  
Commissioners

Date \_\_\_\_\_

**CONTRACTOR CONTACT:**

**Steve Arndt**

PO Box 5000, Vancouver, WA 98660

Phone: (360) 307.6121 ext. 5226

Email: [Steve.Arndt@clark.wa.gov](mailto:Steve.Arndt@clark.wa.gov)



## **EXHIBIT A: General Terms and Conditions**

### **A. Assurances**

The ASSOCIATION and CONTRACTOR agree that all activity pursuant to this Contract shall be in accordance with all applicable federal, state and local laws, rules and regulations.

### **B. ASSOCIATION's Right of Supervision, Limitation of Work Performed by CONTRACTOR.**

Even though CONTRACTOR works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the ASSOCIATION and be subject to the ASSOCIATION's general supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, CONTRACTOR shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to CONTRACTOR's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. In the event of the CONTRACTOR's noncompliance or refusal to comply with any law or policy, the ASSOCIATION may rescind, cancel, or terminate the Agreement in whole or in part. The CONTRACTOR is responsible for any and all costs or liability arising from the CONTRACTOR's failure to so comply with applicable law.

### **C. Evaluation and Monitoring**

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the ASSOCIATION that are pertinent to the intent of this contract.

The ASSOCIATION or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the ASSOCIATION or the State Auditor may deem necessary, all of the CONTRACTOR's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.

### **D. Recapture Provisions**

In the event that the CONTRACTOR fails to expend funds under this Agreement in accordance with state laws and/or the provisions of this contract, the ASSOCIATION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed six years following contract termination or audit resolution, whichever is later. Repayment by the CONTRACTOR of funds under this recapture provision shall occur within 30 days of demand. In the event that the ASSOCIATION is required to institute legal proceedings to enforce the recapture provision, the ASSOCIATION shall be entitled to its costs thereof, including reasonable attorney's fees.

### **E. Disputes**

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Contract, the matter may be referred by either party to a mutually acceptable mediator.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Cost of mediation shall be shared equally by the parties of the dispute. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party.

### **F. Indemnification**

The CONTRACTOR agrees to hold harmless, indemnify and defend the ASSOCIATION, its officers, officials, agents, employees and representatives from and against any and all claims, costs, judgments, losses, liability or suits including attorney's fees or awards for damage to property and/or for injuries, sickness or death of persons, including claims by CONTRACTOR's own employees to which CONTRACTOR might otherwise be immune under Title 51 RCW, arising out of or in connection with any willful misconduct of the CONTRACTORS, their officers, agents, subcontractors or employees, in connection with the services required by this Contract, provided, however that the CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries,

## **EXHIBIT A: General Terms and Conditions**

sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the ASSOCIATION, its officers, agents or employees.

It is specifically and expressly understood that the indemnification provided herein constitutes CONTRACTOR's waiver of immunity under Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The ASSOCIATION's inspection or acceptance of any of the CONTRACTOR's work, when completed, shall not be grounds to avoid any of these covenants of indemnification.

This clause shall survive the termination or expiration of the Contract and shall continue to be in effect for any claims or causes of action arising hereunder.

### **G. Ownership of Products and Premises Security**

All supporting documentation, raw data and collection tools collected or developed by the CONTRACTOR in the performance of services under this Contract, shall be released to the ASSOCIATION upon completion of the project.

While working on the ASSOCIATION's premises, the CONTRACTOR agrees to observe and support the ASSOCIATION's rules and policies relating to maintaining physical security of the ASSOCIATION's premises.

### **H. Modifications**

The ASSOCIATION and the CONTRACTOR may, from time to time, request changes in services to be performed with the funds. Any such changes that are mutually agreed upon by the ASSOCIATION and the CONTRACTOR shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

### **I. Subcontracting**

The CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the ASSOCIATION. In no event shall the existence of a subcontract operate to release or reduce the liability of the CONTRACTOR to the ASSOCIATION for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this Contract.

### **J. Work Performed at Contractor's Risk**

CONTRACTOR shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at CONTRACTOR's own risk, and CONTRACTOR shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

### **K. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

### **L. Insurance**

The CONTRACTOR shall provide insurance coverage as set out in this Contract. The intent of the required insurance is to protect the ASSOCIATION should there be any claims, suits, actions, costs,

## **EXHIBIT A: General Terms and Conditions**

damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
2. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give the ASSOCIATION 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to the ASSOCIATION within 15 days of the Agreement effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the Agreement.

**Task Overview:**

**1. County Wetland and Habitat Conservation Ordinances White Paper**

***Objective:***

The objectives of this task are to:

- Identify the specific development activities for which performance standards are to be developed for the County Wetland and Habitat Permits; and
- Forecast the anticipated impact acreage and subsequent mitigation acreage related to Wetland and Habitat areas for the County for the period 2006-2011.

***Scope:***

- The Executive Oversight Committee will identify the development activities to be included in this Phase 1 effort.
- County Public Works will develop a white paper summarizing the anticipated acreage of impact to Wetland and Habitat areas, based on the approved 2006-2011 6-year project plan for transportation, parks, and water resources projects.

***Assumptions:***

- Development activities chosen by the Management Oversight will include County, City, and private development activities.
- Impact wetlands will be assumed to be Category 3 wetlands, and the County Wetland Ordinance ratio for Category 3 wetlands will be used to derive mitigation need. Habitat areas will be assumed to be setbacks as determined by currently adopted Habitat Conservation Ordinance.
- The estimated total impact acreage will be used to derive the acreage of wetland and habitat area needed to mitigate for the anticipated impacts of the selected development activities.
- The White Paper will be completed by County staff.

***Deliverables:***

- A white paper summarizing impact acreage and estimated mitigation acreage for County Wetland and Habitat Conservation Ordinances for the County.
- A list of public and private activities for which Final Performance Standards will be developed.

**2. Permit Application Database**

***Objectives:***

The objectives of this task are to develop a Permit Application Database that includes:

- Final performance standards for the county wetland and habitat permits. The performance standards resulting from this task will be made available to developers and regulators on a Mitigation Web Site (see Task 5) for use in streamlining the permitting process for County Habitat and Wetland permits; and
- Draft Performance Standards for the City of Vancouver Critical Areas and the state and federal permits included in the Joint Aquatic Resource Protection Application (JARPA) permits.

***Scope:***

HDR will be the lead on this task under the general oversight of County Office of Budget and Information Services, with assistance from County Public Works and Community Development.

1. HDR will:

## **EXHIBIT B: SCOPE OF WORK**

- a. Identify and document the decision points and performance standards that regulator agencies use to approve/deny Wetland and Habitat permits.
  - b. Based on these processes, identify and document the data requirements needed to develop a permit database for Wetland and Habitat permit applications.
  - c. Get agreement on the performance standards from County stakeholders before proceeding with website design.
  - d. Develop draft performance standards for the City of Vancouver Critical Areas and the state and federal permits included in the Joint Aquatic Resource Protection Application (JARPA) permits.
2. Clark County will:
- a. Assist HDR subtasks a-c above to develop final performance standards; and
  - b. Gather samples of Wetland and Habitat permit applications that have been approved in the past few years.

### ***Assumptions:***

1. Final Performance standards will be developed for specific types of development activities subject to County Habitat and Wetland Permits. The website will include only the final performance standards for the County Habitat and Wetland permits. Future phases will include the City of Vancouver and JARPA permits in the website.
2. Developers will be included in the negotiations for performance standards relating to private development activities.
3. Clark County will not participate in the draft performance standards for the City of Vancouver Critical Areas Permit and for the state and federal JARPA permits.
4. State and federal regulators are willing and available to develop draft performance standards.

### ***Deliverables:***

1. A tech memo identifying and documenting current business processes. The tech memo will also:
  - a. Identify and document final performance standards for county wetland and habitat permits
  - b. Identify and document draft performance standards.

## **3. Mitigation Project Site Database**

### ***Objective:***

The objective of this task is to complete a database of mitigation sites appropriate for the County Wetland and Habitat permits. The database will include potential mitigation sites and sites for which mitigation site plans have been approved for permitting by Clark County, potential mitigation sites, and a registry of interested landowners and/or willing sellers. This database will facilitate the identification of mitigation sites and mitigation requirements to satisfy mitigation requirements of the Wetland and Habitat permits.

### ***Scope:***

1. Clark County will be the overall lead for this task. The County Office of Budget and Information Services, with assistance from County Public Works and Community Development will:
  - a. Develop a working prototype of the mitigation plans database.
  - b. Implement the digital submittal of mitigation plans.
  - c. Scan and digitize the wetland mitigation plans from 2004 to present. (Please note that the Wetland Mitigation site plans from 2000 to 2003 have already been scanned and these boundaries have been digitized into the "wetperm" GIS layer.)

## **EXHIBIT B: SCOPE OF WORK**

- d. Review the database design and refine the database based on work flow procedures and data requirements.
- e. Identify approved mitigation sites and create a registry of property owners willing to grant property access for the purpose of evaluating the mitigation value of the property.

### **2. HDR will:**

- a. Create a tool to identify the most promising mitigations sites listed in the MLS;
- b. Assist Clark County to create a registry of property owners.

### ***Assumptions:***

- County Habitat and Wetland Permits will be the only types of permits considered during Phase I. Future phases will include city and JARPA permits.
- Because phase 1 is solely focused on County permit applications and mitigation efforts, the Mitigation Real Estate Database will run on existing GIS web servers. It is expected that additional web and/or database servers will be needed for future phases involving city and JARPA permits and other private or public entity use.

### ***Deliverables:***

1. Mitigation Plans database that will identify approved mitigation areas.
2. An automated process to receive and import digital submittal of mitigation plans.
3. A tool to provide scanned images for historic wetland mitigation sites and to update the "wetperm" GIS layer.
4. A database to identify potentially suitable wetland and habitat mitigation parcels. This database will include a GIS component to define the location and extent of the site (as discussed in task 5).
5. A mitigation registry of interested parties and willing sellers.

## **4. Watershed Plan Database**

### ***Objectives:***

The objectives of this task are to:

- Identify specific geographic areas in Clark County that have landscape features that meet mitigation needs to satisfy permitting objectives, implement watershed planning objectives, and are compatible with land use objectives; and
- Demonstrate to regulating entities that Clark County has a specific long-term vision and implementation strategy for protecting environmental resources.

### ***Scope:***

HDR will be the overall lead for this task under the general oversight of County Office of Budget and Information Services, with assistance from County Public Works and Community Development.

### **1. HDR will:**

- a. HDR will identify geographic areas in Clark County that have potential to meet county habitat and wetland permitting objectives, implement watershed planning and other relevant environmental objectives, and are compatible with land use objectives. Geographic areas identified in this task are intended to complement and/or focus other existing regulatory and non-regulatory efforts so as to form the basis for a long-term watershed/habitat strategy for the county.

- b. HDR will work with Community Development to identify how HDR target mitigation areas, in conjunction with avoid, minimize, and mitigation performance standards, can reduce mitigation documentation requirements.
2. Clark County will provide relevant county data and provide feedback on HDR work for this task.

***Assumptions:***

- HDR will identify target areas using information from existing planning and restoration documents.
- Clark County will provide relevant county planning documents to HDR.

***Deliverables:***

1. A GIS-based map that identifies specific geographic areas that meet permitting, watershed plan, and land use objectives.
2. A tech memo that identifies and documents a long-term implementation strategy to protect habitat and species in preparation for a county-wide biological assessment.

## **5. Mitigation Web Site**

***Objective:***

The objective of this task is to design and build a website that integrates the databases developed in Tasks 2, 3, and 4, and provides the user interface in an easy to use format. The website will be a comprehensive research tool to facilitate wetland and habitat mitigation. It will provide interactive mapping of the following data:

- Watersheds and watershed plans
- Clark County wetland atlas
- Wetland and habitat buffer areas
- Soils
- Vegetation
- Impervious areas
- Other factors that contribute to healthy watersheds

The website will also include a voluntary, interactive compliance documentation reporting function to streamline the permitting process.

***Scope:***

Clark County and HDR will jointly design the website

**1. Website Design –**

Clark County and HDR will develop design specifications for a permit database based on the documented work flow processes and data requirements. At a minimum, the following questions will be answered:

- how the databases will be structured;
- how the application that runs on the database will look and work;
- who will have access to it and how they will use it;
- what type of security is needed and how it will be secured;

## **EXHIBIT B: SCOPE OF WORK**

- what types of reports, processes, interfaces, imports and exports are needed and how they will be used;
- what infrastructure (hardware, software, storage, backup, etc.,) will be needed to develop, host, and run the application and database, including redundancy, performance, and availability;
- what resources will be needed during development and for ongoing support, and where will the resources come from;
- how it will be tested, and what types of training will be needed;
- how will existing permits be loaded into the database and who will be responsible for loading them and verifying the results;
- how will it be documented and what types of internal control requirements are needed (if any);
- how long will it take to develop and how much will it cost.

### **Clark County will:**

- Acquire web infrastructure or software as needed to develop the website.

## **2. Website Development –**

Clark County and HDR will develop the website as follows:

- Clark County GIS will develop a mapping based web site displaying the layers pertinent to permitting (Critical Area Ordinance components, wetlands, watersheds, parcels, UGA boundaries etc.).
- Clark County GIS will include the ability to interactively define and display potential mitigation sites.
- HDR will develop the compliance documentation function.
- Clark County and HDR will jointly develop the web application for the registry of willing sellers. This application will include tools for database entry and boundary creation for the Real Estate Mitigation Database.

## **3. Website Operation and Maintenance.** HDR will assist Clark County as requested to provide troubleshooting, testing, and/or training services.

### **Assumptions:**

- The Permit Application Database is expected to have a fairly small footprint - in size, performance impact, availability, and usage. Therefore, the database should be able to run on existing GIS web and database servers when it goes live. In future phases, when additional permits types are added, and other external private and public and entities are accessing the database, it is expected that the database will need to be relocated to other hardware (due to growth and security requirements) which may need to be purchased. Cost estimates for any future needs are not included in the task budget estimate below.
- This task assumes the permit application database will be developed in ColdFusion and SQL-Server.
- The website will have a similar look and feel as the existing Clark County GIS web applications. It will be built using the same technology stack (GeoCortex, ArcIMS, and ColdFusion).



- The specific roles regarding web development of the mitigation registry will be defined in the web design stage. Cost estimates for these activities are included in the respective Clark County and HDR budgets.

### ***Deliverables:***

#### **1. Website Design:**

- Identification and documentation of data requirements;
- Identification of reporting requirements
- Development of a database schema based on the data requirements documentation;
- Development of a design specifications document based on the database schema, the approval process, and performance standards;
- Identification and recommendation of the resources and infrastructure needed to develop, host, and support the permit database and application;

#### **2. Website Development:**

An operational website for identifying existing and potential mitigation sites. The website will have five main functions:

- a. A variety of map layers to evaluate existing and potential mitigation sites.
- b. A geographic or keyword search to identify wetland mitigation documents that have been scanned into the Clark County's Document Management System (Acorde).
- c. A tool to allow private or public entities to register, update, or remove their property as a potential mitigation site.
- d. A browser function that will allow developers and/or regulators to identify and evaluate specific wetland and habitat mitigation sites for development projects.
- e. A reporting tool that will summarize actions taken by a developer to avoid, minimize, and mitigate project impacts.

#### **3. Website Operation and Maintenance.**

Troubleshooting and training services as needed.

## **6. Action Plan – Corps Regional General Permit**

### ***Objectives:***

The objective of this task is to:

Prepare a document summarizing the action plan and estimated budget necessary to enter into a regional general permit (RGP) with the U.S. Army Corps of Engineers during Phase 2 of this initiative. The document will include a task list and budget estimation to prepare a Programmatic Biological Assessment for County Public Works projects (6-year project schedule) and effort toward obtaining a Programmatic Biological Opinion from the Services.

### ***Scope:***

HDR under the general oversight of County Office of Budget and Information Services, with assistance from County Public Works, will prepare an action plan and budget estimation for negotiating a RGP for County Public Works Projects. The estimate shall include coordination efforts with appropriate agencies (COE, NMFS, USFWS, etc.), including meetings. The document will also include a task list and budget estimation to prepare a Programmatic Biological Assessment for County

## **EXHIBIT B: SCOPE OF WORK**

Public Works projects (6-year project schedule) and effort toward obtaining a Programmatic Biological Opinion from the Services.

### ***Assumptions:***

This assumes efficiencies gained by expertise brought by HDR's RGP development on other projects.

### ***Deliverables:***

- Action Plan and budget for RGP negotiation.
- Budget estimation and tasks for a Programmatic Biological Assessment.

## **7. Project Management**

### ***Objective:***

To provide effective project management and communication between all stakeholders..

### ***Scope:***

HDR and Clark County will provide project management for their respective tasks.

1. Under supervision of the Office of Budget and Information Services, HDR will provide a senior level staff person from the Portland Office to oversee and coordinate of Clark County staff on this project. The Clark County project manager will serve as adjunct staff to ensure that the various Clark County Departments (OBIS, Public Works, Assessor, and Community Development) are working effectively to meet scope, schedule, and budget objectives for Clark County tasks. The Clark County Project Manager will also communicate regularly with the HDR project Manager to ensure that interdependent tasks between Clark County and HDR are being effectively carried out.
2. HDR project management will be performed by HDR (Olympia Office).

### ***Assumptions:***

Project Management costs for HDR (Olympia and Portland) will be included in the HDR budget.

### ***Deliverables:***

- Invoices and Progress Reports.
- Presentations to Executive Oversight Committee.

Following the instructions below will help to ensure timely payments of your monthly invoices. Washington State Association of Counties (WSAC) reserves the right to reject any invoice that does not include the following information or meet the following criteria.

1. Organization's name and remittance address.
2. Contact name and phone number to direct questions regarding the invoice.
3. Organization's Federal Tax ID Number or Social Security Number (whichever is applicable).
4. Invoice number.
5. Period of performance.
6. Billable hours.

Billable hours benefits and indirect administration/overhead expenses must be invoiced at County rates. Indicate all billable hours worked in direct support of the invoiced period, detailed by employee and by work deliverable as described in Exhibit B, "Scope of Work" of the contract.

7. Travel and incidental expenses.

Travel and incidental expenses must be accompanied by receipts.

Mileage will be reimbursed at the IRS per diem rate. Total miles and trip start and end locations must be identified for each trip.

8. Total amount of invoice.

---

Payment terms are net 30 from date of invoice, unless otherwise agreed in writing.

Monthly invoices should be received no later than the 10<sup>th</sup> of each month at the following address:

Washington State Association of Counties  
Attention: Accounts Payable  
206 Tenth Avenue SE  
Olympia, WA 98501-1333

Questions regarding these instructions should be directed to Trina Bannister at (360) 586-4219 x103

As a private non-profit, Washington States Association of Counties is tax exempt. Please contact us if you require further information on our status.

**CONTRACT FOR SERVICES  
BETWEEN  
WASHINGTON STATE ASSOCIATION OF COUNTIES  
AND  
CLARK COUNTY, WASHINGTON**

This Contract is made and entered into by and between the Washington State Association of Counties (WSAC), hereinafter referred to as the "ASSOCIATION," Clark County, hereinafter referred to as the "CONTRACTOR," the express purpose set forth in the following provisions of this Contract.

The ASSOCIATION is being provided funds by the Washington State Department of Fish and Wildlife. The purpose of this Contract is for the CONTRACTOR to work with WSAC's contractor HDR and the staff of WSAC, the Association of Washington Cities (AWC) and the City of Vancouver to develop tools, information and business practices to improve the mitigation and permitting process. This contract is one part of a "One Stop" permit improvement effort funded by several fund sources and entities.

Because the work is developmental in nature, involving coordination with multiple state, federal and local agencies as well as numerous ordinances, statutes and regulation, it is anticipated that that this contract will be amended as the project progresses to reflect knowledge gained and any changes in circumstances.

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

**TERMS**

1. **Description of Work.** CONTRACTOR shall perform work as described in Exhibit B, "Scope of Work," which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. CONTRACTOR plans use the grant funds for preparation of the website, staff involvement in preparing data sets, testing, and interaction with other consultants. CONTRACTOR shall not perform any additional services without the expressed permission of the ASSOCIATION.

2. **Payment.**

A. The ASSOCIATION shall pay CONTRACTOR in six monthly installments of \$13,200 each with ten percent of the total contract value (\$8,800) held back for completion of the mitigation match system. The ASSOCIATION shall pay a total contract value not to exceed **eighty eight thousand (\$88,000)** for the services described in this Contract through June 30, 2007. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the ASSOCIATION in the form of a negotiated and executed supplemental agreement.

D. The ASSOCIATION shall pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the ASSOCIATION not more often than monthly. Each month a narrative report of progress on the project must accompany the billing. Instructions for billing are set forth in Exhibit C, "Invoicing Instructions."

The ASSOCIATION may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONTRACTOR for services rendered or expenses claimed if the CONTRACTOR fails to satisfactorily comply with any term or condition of the contract.

The ASSOCIATION shall make no payments in advance or in anticipation of services or supplies to be provided under this contract.

3. **Duration of Work.** CONTRACTOR shall complete the work described in Exhibit B, "Scope of Work", on or before June 30, 2006, unless extended by mutual agreement or terminated sooner as provided herein.
4. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Contract. As CONTRACTOR is a county of the State of Washington and independently performs the specific service provided to the ASSOCIATION hereunder, no agent, employee, representative or subcontractor of CONTRACTOR shall be or shall be deemed to be the employee, agent, representative or subcontractor of the ASSOCIATION. None of the benefits provided by the ASSOCIATION to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the ASSOCIATION to the CONTRACTOR or his employees, agents, representatives or subcontractors. CONTRACTOR will be solely and entirely responsible for his acts and for the acts of CONTRACTOR's agents, employees, representatives and subcontractors during the performance of this Contract. The ASSOCIATION may, during the term of this Contract, engage other independent contractors to perform the same or similar work that CONTRACTOR performs hereunder.
5. **Termination.**
  - A. **Termination Upon the ASSOCIATION'S Option.** The ASSOCIATION shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the CONTRACTOR.

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the ASSOCIATION may terminate the Agreement, without the 30 day notice requirement, subject to renegotiation on the ASSOCIATION'S discretion under those new funding limitations or conditions.
  - B. **Rights Upon Termination.** In the event of termination, the ASSOCIATION shall only be responsible to pay for all services satisfactorily performed by CONTRACTOR to the effective date of termination, as described in the final invoice to the ASSOCIATION.
6. **Assignment.** Any assignment of this Contract by CONTRACTOR without the written consent of the ASSOCIATION shall be void.
7. **Non-Waiver of Breach.** The failure of the ASSOCIATION to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
8. **All Writings Contained Herein.** This Contract, Exhibit A, Exhibit B, and Exhibit C contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Contract.

**Washington State**

**Association of Counties (WSAC)**

By \_\_\_\_\_  
William Vogler, Executive Director

Date \_\_\_\_\_

**ASSOCIATION CONTACT:**

**Trina Bannister**

206 Tenth Av SE, Olympia, WA 98501-1333  
Phone: (360) 753-1886 / Fax: (360) 753-2842  
Email: [tbannister@wacounties.org](mailto:tbannister@wacounties.org)

**Clark County**

By \_\_\_\_\_  
Marc Boldt, Chair, Board of Clark County  
Commissioners

Date \_\_\_\_\_

**CONTRACTOR CONTACT:**

**Steve Arndt**

PO Box 5000, Vancouver, WA 98660  
Phone: (360) 397.6121 ext 5226  
Email: [Steve.Arndt@clark.wa.gov](mailto:Steve.Arndt@clark.wa.gov)

## **EXHIBIT A: General Terms and Conditions**

### **A. Assurances**

The ASSOCIATION and CONTRACTOR agree that all activity pursuant to this Contract shall be in accordance with all applicable federal, state and local laws, rules and regulations.

### **B. ASSOCIATION's Right of Supervision, Limitation of Work Performed by CONTRACTOR.**

Even though CONTRACTOR works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the ASSOCIATION and be subject to the ASSOCIATION's general supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, CONTRACTOR shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to CONTRACTOR's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. In the event of the CONTRACTOR's noncompliance or refusal to comply with any law or policy, the ASSOCIATION may rescind, cancel, or terminate the Agreement in whole or in part. The CONTRACTOR is responsible for any and all costs or liability arising from the CONTRACTOR's failure to so comply with applicable law.

### **C. Evaluation and Monitoring**

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the ASSOCIATION that are pertinent to the intent of this contract.

The ASSOCIATION or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the ASSOCIATION or the State Auditor may deem necessary, all of the CONTRACTOR's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.

### **D. Recapture Provisions**

In the event that the CONTRACTOR fails to expend funds under this Agreement in accordance with state laws and/or the provisions of this contract, the ASSOCIATION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed six years following contract termination or audit resolution, whichever is later. Repayment by the CONTRACTOR of funds under this recapture provision shall occur within 30 days of demand. In the event that the ASSOCIATION is required to institute legal proceedings to enforce the recapture provision, the ASSOCIATION shall be entitled to its costs thereof, including reasonable attorney's fees.

### **E. Disputes**

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Contract, the matter may be referred by either party to a mutually acceptable mediator.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Cost of mediation shall be shared equally by the parties of the dispute. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party.

### **F. Indemnification**

The CONTRACTOR agrees to hold harmless, indemnify and defend the ASSOCIATION, its officers, officials, agents, employees and representatives from and against any and all claims, costs, judgments, losses, liability or suits including attorney's fees or awards for damage to property and/or for injuries, sickness or death of persons, including claims by CONTRACTOR's own employees to which CONTRACTOR might otherwise be immune under Title 51 RCW, arising out of or in connection with any willful misconduct of the CONTRACTOR's, their officers, agents, subcontractors or employees, in connection with the services required by this Contract, provided, however that the CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries,

## **EXHIBIT A: General Terms & Conditions**

sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the ASSOCIATION, its officers, agents or employees.

It is specifically and expressly understood that the indemnification provided herein constitutes CONTRACTOR's waiver of immunity under Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The ASSOCIATION's inspection or acceptance of any of the CONTRACTOR's work, when completed, shall not be grounds to avoid any of these covenants of indemnification.

This clause shall survive the termination or expiration of the Contract and shall continue to be in effect for any claims or causes of action arising hereunder.

### **G. Ownership of Products and Premises Security**

All supporting documentation, raw data and collection tools collected or developed by the CONTRACTOR in the performance of services under this Contract, shall be released to the ASSOCIATION upon completion of the project.

While working on the ASSOCIATION's premises, the CONTRACTOR agrees to observe and support the ASSOCIATION's rules and policies relating to maintaining physical security of the ASSOCIATION's premises.

### **H. Modifications**

The ASSOCIATION and the CONTRACTOR may, from time to time, request changes in services to be performed with the funds. Any such changes that are mutually agreed upon by the ASSOCIATION and the CONTRACTOR shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

### **I. Subcontracting**

The CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the ASSOCIATION. In no event shall the existence of a subcontract operate to release or reduce the liability of the CONTRACTOR to the ASSOCIATION for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this Contract.

### **J. Work Performed at Contractor's Risk**

CONTRACTOR shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at CONTRACTOR's own risk, and CONTRACTOR shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

### **K. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

### **L. Insurance**

The CONTRACTOR shall provide insurance coverage as set out in this Contract. The intent of the required insurance is to protect the ASSOCIATION should there be any claims, suits, actions, costs,



## **EXHIBIT A: General Terms & Conditions**

damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
2. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give the ASSOCIATION 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to the ASSOCIATION within 15 days of the Agreement effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the Agreement.

**Task Overview:**

**1. County Wetland and Habitat Conservation Ordinances White Paper**

***Objective:***

The objectives of this task are to:

- Identify the specific development activities for which performance standards are to be developed for the County Wetland and Habitat Permits; and
- Forecast the anticipated impact acreage and subsequent mitigation acreage related to Wetland and Habitat areas for the County for the period 2006-2011.

***Scope:***

- The Executive Oversight Committee will identify the development activities to be included in this Phase 1 effort.
- County Public Works will develop a white paper summarizing the anticipated acreage of impact to Wetland and Habitat areas, based on the approved 2006-2011 6-year project plan for transportation, parks, and water resources projects.

***Assumptions:***

- Development activities chosen by the Management Oversight will include County, City, and private development activities.
- Impact wetlands will be assumed to be Category 3 wetlands, and the County Wetland Ordinance ratio for Category 3 wetlands will be used to derive mitigation need. Habitat areas will be assumed to be setbacks as determined by currently adopted Habitat Conservation Ordinance.
- The estimated total impact acreage will be used to derive the acreage of wetland and habitat area needed to mitigate for the anticipated impacts of the selected development activities.
- The White Paper will be completed by County staff.

***Deliverables:***

- A white paper summarizing impact acreage and estimated mitigation acreage for County Wetland and Habitat Conservation Ordinances for the County.
- A list of public and private activities for which Final Performance Standards will be developed.

**2. Permit Application Database**

***Objectives:***

The objectives of this task are to develop a Permit Application Database that includes:

- Final performance standards for the county wetland and habitat permits. The performance standards resulting from this task will be made available to developers and regulators on a Mitigation Web Site (see Task 5) for use in streamlining the permitting process for County Habitat and Wetland permits; and
- Draft Performance Standards for the City of Vancouver Critical Areas and the state and federal permits included in the Joint Aquatic Resource Protection Application (JARPA) permits.

***Scope:***

HDR will be the lead on this task under the general oversight of County Office of Budget and Information Services, with assistance from County Public Works and Community Development.

3. HDR will:
  - e. Identify and document the decision points and performance standards that regulator agencies use to approve/deny Wetland and Habitat permits.
  - f. Based on these processes, identify and document the data requirements needed to develop a permit database for Wetland and Habitat permit applications.
  - g. Get agreement on the performance standards from County stakeholders before proceeding with website design.
  - h. Develop draft performance standards for the City of Vancouver Critical Areas and the state and federal permits included in the Joint Aquatic Resource Protection Application (JARPA) permits.
4. Clark County will:
  - c. Assist HDR subtasks a-c above to develop final performance standards; and
  - d. Gather samples of Wetland and Habitat permit applications that have been approved in the past few years.

***Assumptions:***

1. Final Performance standards will be developed for specific types of development activities subject to County Habitat and Wetland Permits. The website will include only the final performance standards for the County Habitat and Wetland permits. Future phases will include the City of Vancouver and JARPA permits in the website.
2. Developers will be included in the negotiations for performance standards relating to private development activities.
3. Clark County will not participate in the draft performance standards for the City of Vancouver Critical Areas Permit and for the state and federal JARPA permits.
4. State and federal regulators are willing and available to develop draft performance standards.

***Deliverables:***

2. A tech memo identifying and documenting current business processes. The tech memo will also:
  - c. Identify and document final performance standards for county wetland and habitat permits
  - d. Identify and document draft performance standards.

### **3. Mitigation Project Site Database**

***Objective:***

The objective of this task is to complete a database of mitigation sites appropriate for the County Wetland and Habitat permits. The database will include potential mitigation sites and sites for which mitigation site plans have been approved for permitting by Clark County, potential mitigation sites, and a registry of interested landowners and/or willing sellers. This database will facilitate the identification of mitigation sites and mitigation requirements to satisfy mitigation requirements of the Wetland and Habitat permits.

***Scope:***

1. Clark County will be the overall lead for this task. The County Office of Budget and Information Services, with assistance from County Public Works and Community Development will:
  - f. Develop a working prototype of the mitigation plans database.
  - g. Implement the digital submittal of mitigation plans.

- h. Scan and digitize the wetland mitigation plans from 2004 to present. (Please note that the Wetland Mitigation site plans from 2000 to 2003 have already been scanned and these boundaries have been digitized into the "wetperm" GIS layer.)
  - i. Review the database design and refine the database based on work flow procedures and data requirements.
  - j. Identify approved mitigation sites and create a registry of property owners willing to grant property access for the purpose of evaluating the mitigation value of the property.
2. HDR will:
- a. Create a tool to identify the most promising mitigations sites listed in the MLS;
  - b. Assist Clark County to create a registry of property owners.

***Assumptions:***

- 1. County Habitat and Wetland Permits will be the only types of permits considered during Phase I. Future phases will include city and JARPA permits.
- 2. Because phase 1 is solely focused on County permit applications and mitigation efforts, the Mitigation Real Estate Database will run on existing GIS web servers. It is expected that additional web and/or database servers will be needed for future phases involving city and JARPA permits and other private or public entity use.

***Deliverables:***

- 6. Mitigation Plans database that will identify approved mitigation areas.
- 7. An automated process to receive and import digital submittal of mitigation plans.
- 8. A tool to provide scanned images for historic wetland mitigation sites and to update the "wetperm" GIS layer.
- 9. A database to identify potentially suitable wetland and habitat mitigation parcels. This database will include a GIS component to define the location and extent of the site (as discussed in task 5).
- 10. A mitigation registry of interested parties and willing sellers.

## **4. Watershed Plan Database**

***Objectives:***

The objectives of this task are to:

- Identify specific geographic areas in Clark County that have landscape features that meet mitigation needs to satisfy permitting objectives, implement watershed planning objectives, and are compatible with land use objectives; and
- Demonstrate to regulating entities that Clark County has a specific long-term vision and implementation strategy for protecting environmental resources.

***Scope:***

HDR will be the overall lead for this task under the general oversight of County Office of Budget and Information Services, with assistance from County Public Works and Community Development.

2. HDR will:
- c. HDR will identify geographic areas in Clark County that have potential to meet county habitat and wetland permitting objectives, implement watershed planning and other relevant environmental objectives, and are compatible with land use objectives. Geographic areas

identified in this task are intended to complement and/or focus other existing regulatory and non-regulatory efforts so as to form the basis for a long-term watershed/habitat strategy for the county.

- d. HDR will work with Community Development to identify how HDR target mitigation areas, in conjunction with avoid, minimize, and mitigation performance standards, can reduce mitigation documentation requirements.

2. Clark County will provide relevant county data and provide feedback on HDR work for this task.

***Assumptions:***

- HDR will identify target areas using information from existing planning and restoration documents.
- Clark County will provide relevant county planning documents to HDR.

***Deliverables:***

- A GIS-based map that identifies specific geographic areas that meet permitting, watershed plan, and land use objectives.
- A tech memo that identifies and documents a long-term implementation strategy to protect habitat and species in preparation for a county-wide biological assessment.

## **5. Mitigation Web Site**

***Objective:***

The objective of this task is to design and build a website that integrates the databases developed in Tasks 2, 3, and 4, and provides the user interface in an easy to use format. The website will be a comprehensive research tool to facilitate wetland and habitat mitigation. It will provide interactive mapping of the following data:

- Watersheds and watershed plans
- Clark County wetland atlas
- Wetland and habitat buffer areas
- Soils
- Vegetation
- Impervious areas
- Other factors that contribute to healthy watersheds

The website will also include a voluntary, interactive compliance documentation reporting function to streamline the permitting process.

***Scope:***

Clark County and HDR will jointly design the website

4. **Website Design.** Clark County and HDR will develop design specifications for a permit database based on the documented work flow processes and data requirements. At a minimum, the following questions will be answered:
  - how the databases will be structured;
  - how the application that runs on the database will look and work;
  - who will have access to it and how they will use it;

## **EXHIBIT B: Scope of Work**

- what type of security is needed and how it will be secured;
  - what types of reports, processes, interfaces, imports and exports are needed and how they will be used;
  - what infrastructure (hardware, software, storage, backup, etc.,) will be needed to develop, host, and run the application and database, including redundancy, performance, and availability;
  - what resources will be needed during development and for ongoing support, and where will the resources come from;
  - how it will be tested, and what types of training will be needed;
  - how will existing permits be loaded into the database and who will be responsible for loading them and verifying the results;
  - how will it be documented and what types of internal control requirements are needed (if any);
  - how long it will take to develop and how much will it cost.
2. **Clark County will:**
- Acquire web infrastructure or software as needed to develop the website.
3. **Website Development.** Clark County and HDR will develop the website as follows:
- Clark County GIS will develop a mapping based web site displaying the layers pertinent to permitting (Critical Area Ordinance components, wetlands, watersheds, parcels, UGA boundaries etc.).
  - Clark County GIS will include the ability to interactively define and display potential mitigation sites.
  - HDR will develop the compliance documentation function.
  - Clark County and HDR will jointly develop the web application for the registry of willing sellers. This application will include tools for database entry and boundary creation for the Real Estate Mitigation Database.
4. **Website Operation and Maintenance.** HDR will assist Clark County as requested to provide troubleshooting, testing, and/or training services.

### ***Assumptions:***

- The Permit Application Database is expected to have a fairly small footprint - in size, performance impact, availability, and usage. Therefore, the database should be able to run on existing GIS web and database servers when it goes live. In future phases, when additional permits types are added, and other external private and public and entities are accessing the database, it is expected that the database will need to be relocated to other hardware (due to growth and security requirements) which may need to be purchased. Cost estimates for any future needs are not included in the task budget estimate below.
- This task assumes the permit application database will be developed in ColdFusion and SQL-Server.

- The website will have a similar look and feel as the existing Clark County GIS web applications. It will be built using the same technology stack (GeoCortex, ArcIMS, and ColdFusion).
- The specific roles regarding web development of the mitigation registry will be defined in the web design stage. Cost estimates for these activities are included in the respective Clark County and HDR budgets.

### ***Deliverables:***

#### **2. Website Design:**

- Identification and documentation of data requirements;
- Identification of reporting requirements
- Development of a database schema based on the data requirements documentation;
- Development of a design specifications document based on the database schema, the approval process, and performance standards;
- Identification and recommendation of the resources and infrastructure needed to develop, host, and support the permit database and application;

#### **4. Website Development:**

An operational website for identifying existing and potential mitigation sites. The website will have five main functions:

- f. A variety of map layers to evaluate existing and potential mitigation sites.
- g. A geographic or keyword search to identify wetland mitigation documents that have been scanned into the Clark County's Document Management System (Acorde).
- h. A tool to allow private or public entities to register, update, or remove their property as a potential mitigation site.
- i. A browser function that will allow developers and/or regulators to identify and evaluate specific wetland and habitat mitigation sites for development projects.
- j. A reporting tool that will summarize actions taken by a developer to avoid, minimize, and mitigate project impacts.

#### **5. Website Operation and Maintenance.**

Troubleshooting and training services as needed.

## **6. Action Plan – Corps Regional General Permit**

**Objectives:** The objective of this task is to:

Prepare a document summarizing the action plan and estimated budget necessary to enter into a regional general permit (RGP) with the U.S. Army Corps of Engineers during Phase 2 of this initiative. The document will include a task list and budget estimation to prepare a Programmatic Biological Assessment for County Public Works projects (6-year project schedule) and effort toward obtaining a Programmatic Biological Opinion from the Services.

### ***Scope:***

HDR under the general oversight of County Office of Budget and Information Services, with assistance from County Public Works, will prepare an action plan and budget estimation for negotiating a RGP for County Public Works Projects. The estimate shall include coordination efforts with appropriate agencies (COE, NMFS, USFWS, etc.), including meetings. The document will also include a task list and budget estimation to prepare a Programmatic Biological Assessment for County

Public Works projects (6-year project schedule) and effort toward obtaining a Programmatic Biological Opinion from the Services.

***Assumptions:***

This assumes efficiencies gained by expertise brought by HDR's RGP development on other projects.

***Deliverables:***

- Action Plan and budget for RGP negotiation.
- Budget estimation and tasks for a Programmatic Biological Assessment.

## **7. Project Management**

***Objective:***

To provide effective project management and communication between all stakeholders..

***Scope:***

HDR and Clark County will provide project management for their respective tasks.

3. Under supervision of the Office of Budget and Information Services, HDR will provide a senior level staff person from the Portland Office to oversee and coordinate of Clark County staff on this project. The Clark County project manager will serve as adjunct staff to ensure that the various Clark County Departments (OBIS, Public Works, Assessor, and Community Development) are working effectively to meet scope, schedule, and budget objectives for Clark County tasks. The Clark County Project Manager will also communicate regularly with the HDR project Manager to ensure that interdependent tasks between Clark County and HDR are being effectively carried out.
4. HDR project management will be performed by HDR (Olympia Office).

***Assumptions:***

Project Management costs for HDR (Olympia and Portland) will be included in the HDR budget.

***Deliverables:***

- Invoices and Progress Reports.
- Presentations to Executive Oversight Committee.



## **EXHIBIT B: Scope of Work**

Following the instructions below will help to ensure timely payments of your monthly invoices. Washington State Association of Counties (WSAC) reserves the right to reject any invoice that does not include the following information or meet the following criteria.

9. Organization's name and remittance address.
10. Contact name and phone number to direct questions regarding the invoice.
11. Organization's Federal Tax ID Number or Social Security Number (whichever is applicable).
12. Invoice number.
13. Period of performance.
14. Progress Report. - A progress report should include a brief narrative describing the work performed in order to produce the deliverable as described in Exhibit B, "Scope of Work" of the contract.
15. Total amount of invoice.

---

Payment terms are net 30 from date of invoice, unless otherwise agreed in writing.

Monthly invoices should be received no later than the 10<sup>th</sup> of each month at the following address:

Washington State Association of Counties  
Attention: Accounts Payable  
206 Tenth Avenue SE  
Olympia, WA 98501-1333

Questions regarding these instructions should be directed to Trina Bannister at (360) 586-4219 x103

As a private non-profit, Washington States Association of Counties is tax exempt. Please contact us if you require further information on our status.

BOCC  
CONSENT AGENDA

**#6**

## CLARK COUNTY STAFF REPORT



**DEPARTMENT:** Human Resources

**DATE:** August 22, 2006

**REQUEST:** Amend the Salary Plan to Reflect State Required Increases in Judges' Salaries and Consequent Increase for the Prosecuting Attorney and District and Superior Court Commissioners

**CHECK ONE:**   X   Consent        CAO

---

### BACKGROUND

The Washington Citizens' Commission on salaries establishes salaries for Washington State Superior and District Court judges. The Commission has approved increases in the yearly salaries to be effective September 1, 2006. Salaries for Superior Court Judges and the Prosecuting Attorney are shared with the state; the County pays fifty percent of the total salary. This staff report is necessary to implement these required increases.

Salaries for several other classifications are contingent upon the judges' salaries and must also be increased effective September 1, 2006. These changes are further shown on the attached Employee Roster Change forms. The following outlines the principles used for setting these salaries and ranges:

1. In 2005, County Code established that the Prosecuting Attorney's salary shall be consistent with the annual salaries of Superior Court judges.
2. The Superior Court Judges have set the Superior Court Commissioners' salary at 90% of the Superior Court Judges' salary. Therefore, beginning September 1, 2006 the salary for Commissioner shall be \$118,789.
3. The District Court Judges have set the District Court Commissioner's salary at 85% of the District Court Judges' salary. Therefore, beginning September 1, 2006, the salary for Commissioner shall be \$106,821.

### COMMUNITY OUTREACH

This recommendation relates to an internal support matter and places the County in compliance with state law based upon the Washington State Citizens' Commission on Salaries.

### BUDGET AND POLICY IMPLICATIONS

The County cost of the salary increases for the remaining four months of this biennium is \$18,126. The increase for the next biennium is \$108,756. A supplemental appropriation may be necessary to cover the cost of these required increases.

This continues what has been County policy to establish salaries of certain court officials in relation to District and Superior Court judges.

## FISCAL IMPACTS

☒ Yes (see attached form)

☐ No

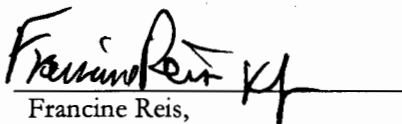
## ACTION REQUESTED

Increase salary ranges as shown on the following table and individual increases as shown on the attached Employee Roster Change forms:

Superior Court Judge	\$ 131,988
District Court Judge	\$ 125,672
Prosecuting Attorney	\$ 131,988
Superior Court Commissioner	\$ 118,789
District Court Commissioner	\$ 106,821

## DISTRIBUTION

Jeff Amram, Superior Court  
Rafaela Selga, District Court  
Art Curtis, Prosecuting Attorney  
Francis Reis, Human Resources  
Keith Larson, Human Resources  
Laurie Foster, Auditor's Office  
Laurie Bourcier, Human Resources  
Jeremy Hammrich, Human Resources

  
Francine Reis,  
Director of Human Resources

Approved: \_\_\_\_\_  
CLARK COUNTY  
BOARD OF COMMISSIONERS

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Salary increases for the remaining four months of the current biennium may require a supplemental appropriation to cover the costs of these required increases. Future biennium costs exclude inflationary increases.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/231	8,320	8,320	49,920	49,920	49,920	49,920
0001/210	9,162	9,162	54,972	54,972	54,972	54,972
0001/270	644	644	3,864	3,864	3,864	3,864
<b>Total</b>	18,126	18,126	108,756	108,756	108,756	108,756

II. A – General Fund dollars

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/231	n/a	8,320	8,320	49,920	49,920	49,920	49,920
0001/210	n/a	9,162	9,162	54,972	54,972	54,972	54,972
0001/270	n/a	644	644	3,864	3,864	3,964	3,864
<b>Total</b>		18,126	18,126	108,756	108,756	108,756	108,756

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	18,126	18,126	108,756	108,756	108,756	108,756
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	18,126	18,126	108,756	108,756	108,756	108,756

BOCC  
CONSENT AGENDA

**#7**

## CLARK COUNTY STAFF REPORT



**Department:** WSU Clark County Extension  
**Contact Person:** Douglas M. Stienbarger, WSU Extension County Director  
**Date:** August 24, 2006  
**Request:** Request the Clark County Commissioners approve the proposed contract between Friends of Ridgefield National Wildlife and Clark County  
**Check one:** ☒ Consent ☐ Routine ☐ Public Hearing

---

**Background:** The purpose of this agreement is to support cooperative efforts intended to conserve and restore the Gee Creek Watershed in Clark County. The objective is to improve habitat values for fish and wildlife, both in quantity and quality, through restoration, enhancement, land-use planning, education, and outreach.

The Friends of Ridgefield National Wildlife will direct funds in the amount of \$7,500 to Clark County for restoration work in the Gee Creek Watershed, specifically for streamside restoration on the Carty Unit of the RNWR.

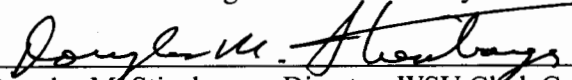
WSU Clark County Extension will hire a part-time restoration technician (through WSU Extension) to work under the guidance of the Gee Creek Watershed Coordinator. Overall personnel direction will remain under Douglas M. Stienbarger, WSU Extension County Director. Any supplies and services for the project will be paid out of existing funds for the Gee Creek Restoration Program already funded by US Fish & Wildlife Services (Ridgefield Wildlife Refuge).

**Budget Implications:** WSU Clark County Extension will submit a supplemental budget in the amount of \$7,500 in October 2006 and request to carry over any remaining funds to the 2007/2008 Biennial Budget in the readopt in February 2007.

**Policy Implication:** None.

**Action Requested:** Request the Clark County Commissioners approve the proposed contract between Friends of Ridgefield National Wildlife and Clark County WSU Extension and guarantee funds will be approved in the supplemental budget in October 2006 and remaining funds be carried over to the 2007/2008 Biennium Budget though the readopt in February 2007.

**Distribution:** Please return two signed originals to Cathy Higley at WSU Clark County Extension and send copies to the Office of Budget and Clark County Auditors.

  
\_\_\_\_\_  
Douglas M. Stienbarger, Director, WSU Clark County Extension

8/24/06  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Boldt, Clark County Commissioner, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Betty Sue Morris, Clark County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Stuart, Clark County Commissioner

\_\_\_\_\_  
Date

**Cooperative Agreement  
Between the  
Friends of Ridgefield National Wildlife Refuge  
and  
Clark County, Washington**

**I. PARTICIPANTS:**

**Funding Organization:**

Friends of Ridgefield National Wildlife Refuge  
P.O. Box 1022  
Ridgefield, WA. 98642  
360-887-9495  
(No FAX)  
[rfriends@pacifier.com](mailto:rfriends@pacifier.com)

**Recipient Organization:**

Clark County  
WSU Extension Office  
11104 NE 149<sup>th</sup> Street, C-100  
Brush Prairie, WA 98606  
360-397-6060  
FAX 360-397-6122

**II. PROJECT OFFICERS:**

**Friends of NWR:**

Marguerite Hills, Executive Director  
360-887 9495  
503-224-0484  
[hills4@comcast.net](mailto:hills4@comcast.net)  
(No FAX)

**Recipient Organization Project Officer:**

Douglas M. Stienbarger  
Director, WSU Clark County Extension  
(360) 397-6060 extension 7716  
FAX (360) 6122  
[doug.stienbarger@clark.wa.gov](mailto:doug.stienbarger@clark.wa.gov)

**III. PURPOSE/OBJECTIVE:**

The purpose of this agreement is to support cooperative efforts intended to conserve and restore the Gee Creek Watershed in Clark County, Washington. The objective is to improve habitat values for fish and wildlife, both in quantity and quality, through restoration, enhancement, land-use planning, education, and outreach.

Clark County (COUNTY) will, in cooperation with the Friends of Ridgefield National Wildlife Refuge (FRIENDS), other agencies, and the private landowners, coordinate and develop restoration projects to improve fish and wildlife habitat on the Carty Unit of the Ridgefield National Wildlife Refuge (RNWR) in the Gee Creek Watershed.

**IV. FUNDING INFORMATION:**

The FRIENDS will direct funds in the amount of \$7,500 to the COUNTY for Gee Creek Watershed restoration work, specifically streamside tree restoration plantings on the Carty Unit of the RNWR.



Nothing herein shall be considered as obligating the FRIENDS to expend funds or otherwise obligate the FRIENDS for the future payment of money in excess of the \$7,500 allocated with this Cooperative Agreement.

**V. TERM OF AGREEMENT:**

This Cooperative Agreement shall become effective upon being signed by all parties and shall expire on June 1, 2007 or until terminated under provisions established in section IX below.

**VI. SPECIFIC OBLIGATIONS OF EACH PARTY:**

**A. Joint Obligations:**

The FRIENDS and COUNTY shall work cooperatively with other cooperating agencies/groups and landowners in further developing habitat improvement projects.

**B. The FRIENDS will:**

Provide funding, in the amounts and methods specified, for the purpose of developing and implementing streamside habitat restoration planting projects.

**C. Clark County will:**

**1. Generally:**

Hire a Gee Creek restoration technician to work directly on RNWR-Carty Unit restoration activities under the daily guidance of the Gee Creek Watershed Coordinator. Overall personnel direction will remain under the Recipient Organization Project Officer.

Develop a brief workplan for the project summarizing goals and the work to be performed.

Document all activities and restoration implemented in a project summary report for the project.

The Recipient Organization Project Officer, or his designee, must maintain proper books, records, and accounts of all specific project expenditures for projects. The FRIENDS or its designated representative has the right to review the appropriate documentation to verify project expenditures upon a 30-day notice in writing from the FRIENDS.

Administrate this Cooperative Agreement and any other contracts or services required to successfully complete all projects.

**2. Specifically:**

- a) Recruit and coordinate volunteers; direct Northwest Service Academy EnviroCorps or other crews (if provided) for riparian restoration, tree plantings, and maintenance along Gee Creek within the Carty Unit of the RNWR. **Deliverable:** Develop a list of outreach methods and timing schedule used to recruit volunteers for the planting events to be used as a guide for future planting outreach.

- b) Implement at least 10 planting events. At least 3000 plants will be planted on the Carty Unit. Schedule and advertise planting events. Coordinate event timing with other project partners, including the Gee Creek Enhancement Committee (Friends of Ridgefield NWR), Lower Columbia River Estuary Program, City of Ridgefield, Ridgefield School District, RNWR staff, and AmeriCorps members. Keep refuge volunteer form documentation for all events. **Deliverable:** Completed RNWR Volunteer forms for all planting events.
- c) Coordinate, assemble, and deliver planting materials and equipment to planting sites for planting events.
- d) Assist in designing planting layout and organize planting preparation, including safety and communications logistics.
- e) Utilize the Ridgefield NWR restoration planting outline summary format to summarize planting events. **Deliverable:** Planting outline summary reports for each event, including field aerial photos, planting layout diagram, the number and type of trees planted, methods used, hours of work, a description of reference points marking the area planted, lessons learned, etc. using a format to be developed in consultation with the Gee Creek Watershed Coordinator.
- f) Enter necessary Clark County (ClarkView) software GIS layers. Enter information on past, current, and planned planting Carty Unit sites into the refuge GIS system. **Deliverable:** GIS map layers of 2006/2007 season planting boundaries, if possible executed over ClarkView color aerial photo and land ownership parcel base layers.

## **VII. REPORTING REQUIREMENTS:**

The Recipient Organization Project Officer, or his designee, will complete and submit a project summary report to the FRIENDS. The report must be forwarded to the FRIENDS Project Officer within 30 days after the completion or abandonment of the project or expiration or termination of this Cooperative Agreement, whichever comes first.

## **VIII. INVOICING/ACCEPTANCE PROCEDURE:**

Disbursement of funds in one lump sum of \$7500 will be made upon the execution of this agreement.

## **IX. TERMINATION**

This Cooperative Agreement may be terminated in whole, or in part, when all parties agree that the continuation of the projects would not produce beneficial results commensurate with the further expenditure of funds. The parties will agree upon the termination conditions including the effective date and, for partial terminations, the portion to be terminated. The parties will not incur new obligations after the effective date of termination, and will cancel as many outstanding obligations as possible. The FRIENDS will allow full credit to the COUNTY for the funds already expended or encumbered, noncancellable obligations properly incurred in the implementation of this agreement.

**X. MODIFICATION PROCEDURES:**

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to approval of a modification is done at COUNTY's risk, without expectation of reimbursement.

**XI. SPECIAL PROVISIONS:**

Each party agrees that it will be responsible for its own acts and the results thereof and will not be responsible for the acts of the other party and the results thereof.

**XII. BUDGET**

Technician	total
Wage (@ \$14.14/hr)	\$6,700
Benefits (L&I, etc.) @~12%	\$800
<b>Total</b>	<b>\$7,500</b>

**XIII. SIGNATURE BLOCKS:**

**FRIENDS Project Officer:**

By: Marguerite Hills

Date: 8/22/06

Marguerite Hills  
Executive Director  
Friends of Ridgefield National Wildlife Refuge

**CLARK COUNTY**

**BOARD OF COUNTY COMMISSIONERS FOR CLARK COUNTY, WASHINGTON**

\_\_\_\_\_  
Marc Boldt, Commissioner, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Betty Sue Morris

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Stuart, Commissioner

\_\_\_\_\_  
Date

BOCC  
CONSENT AGENDA

**#8**



**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT:** City/County Cable Television Office

**DATE:** September 5, 2006

**REQUEST:** AWARD OF GRANT FUNDS FROM THE PEG CAPITAL SUPPORT FUND TO TV ETC, THE CITY/COUNTY CABLE TELEVISION OFFICE, CLARK COUNTY AND THE EVERGREEN SCHOOL DISTRICT

**CHECK ONE:** ☒ Consent ☐ Routine

**BACKGROUND:** The current franchise agreements between Clark County, the City of Vancouver and TCI of Southern Washington, DBA, Comcast Corporation, provide for a capital contribution in the amount of \$1/month per subscriber for support of Public, Education, and Government (PEG) access and monthly transport costs for public Institutional Network ("I-NET") users. This contribution may be only awarded to designated access providers and public I-NET users.

TV ETC, a consortium of all K-20 educational institutions and schools in Vancouver/Clark County, the City/County Cable Television Office, Clark County and the Evergreen School District submitted grant applications for PEG capital support funds under the criteria and requirements established by the City/County Telecommunications Commission ("Commission"). No grant applications were received from the designated public access provider, Fort Vancouver Community Television, ("FVTV").

The applications were reviewed and ranked by an outside Technical Review Committee using the PEG Capital Support Fund Guidelines and Review Criteria. This report was submitted to the PEG Committee, a subcommittee of the Commission. After reviewing each application and the Technical Review Committee report, the PEG Committee recommended full funding of the proposals relating to cable programming from TV ETC and the City/County Cable Television Office and partial funding for the proposals relating to the I-NET due to limited available funds. The PEG Committee will meet with representatives from the public I-NET users to discuss future needs and available funding levels.

The Commission through Resolution 2006-05 (attached) recommends that the Clark County Board of Commissioners and the Vancouver City Council award \$355,020.33 to TV ETC, \$234,126.00 to the City/County Cable Television Office, \$74,566.22 to Clark County, and \$51,600.00 to the Evergreen School District from the PEG Capital Support Fund for certain capital expenditures. The funds will be used to equip a video production booth at the Port of Vancouver for cable-casting future Port of Vancouver Commission meetings. The City/County Cable Television Office will retain ownership of this equipment. The Port of Vancouver will contract with Clark/Vancouver Television for coverage of their Commission meetings. In addition, the awarded PEG funds will be used to purchase video production equipment for the

Vancouver, Evergreen and Battle Ground School Districts and the TV ETC Headend, and connect the Clark County Department of Community Development's satellite office in Battle Ground, Child Abuse Intervention Center, Mabry and Salmon Creek Waste Water Treatment Plant, and the new high school and elementary school in the Evergreen School District.

**ACTION REQUESTED:** Under the terms of the Interlocal agreement between Clark County and the City of Vancouver, award from the PEG Capital Support Fund \$355,020.33 to TV ETC, \$234,126.00 to the City/County Cable Television Office, \$74,566.22 to Clark County, and \$51,600.00 to the Evergreen School District. (Note: Under the terms of the Interlocal agreement between the County and City, both the Board and Council must approve the grants for funds to be awarded.)

**POLICY/BUDGET IMPLICATIONS:** Monies have been separately appropriated for funding these capital projects.

**COMMUNITY OUTREACH:** The City/County Telecommunications Commission held public hearings on August 16, 2006, regarding the grant requests.

Attachments: Board Resolution plus attachments

**DISTRIBUTION:**

Donna M. Mason, City/County Cable TV Director  
E. Bronson Potter, Prosecuting Attorney's Office  
Glenn Olson, Budget Office



Donna M. Mason  
City/County Cable TV Director

Approved

**CLARK COUNTY BOARD OF  
COMMISSIONERS**

---

1  
2  
3  
4  
5  
6  
7 9-5-2006  
8  
9

10 **RESOLUTION NO. 2006 - \_\_\_\_\_**  
11

12 A RESOLUTION relating to cable television and to the award of Public,  
13 Educational and Governmental ("PEG") capital contribution funds to TV ETC, the  
14 City/County Cable Television Office, respectively the designated educational and  
15 government access providers for the City of Vancouver and Clark County, and for public  
16 Institutional Network ("I-NET") users, Clark County and the Evergreen School District,  
17 for certain capital expenditures.

18 WHEREAS, the PEG Capital Support Fund, established by Ordinance 1999-10-  
19 15 has funds available and appropriated for the purpose of financing PEG capital  
20 purchases by designated access providers or monthly transport costs of public users  
21 related to the I-NET; and

22 WHEREAS, the Vancouver/Clark County Telecommunications Commission  
23 ("Commission") by Resolution 1999-03 adopted criteria for the award and administration  
24 of PEG capital grants; and

25 WHEREAS, after review of applications for PEG capital grant awards from TV  
26 ETC, City/County Cable Television Office, Clark County, and the Evergreen School  
27 District, the Commission recommended in Resolution 2006-05 to the Clark County Board  
28 of Commissioners and the Vancouver City Council an award from the PEG Capital  
29 Support Fund of \$355,020.33 to TV ETC, \$234,126.00 to the City/County Cable

30 Television Office for purchase of certain educational and government cable access capital  
31 items, \$74,566.22 to Clark County for I-NET connections to the Clark County  
32 Department of Community Development's satellite office in Battle Ground, Child Abuse  
33 Intervention Center, Mabry and Salmon Creek Waste Water Treatment Plant, and  
34 \$51,600.00 to the Evergreen School District for I-NET connections to a new high school  
35 and elementary school; and

36 WHEREAS, Clark County and the City of Vancouver have entered into an  
37 interlocal agreement whereby all grants will require approval by both the Clark County  
38 Board of Commissioners and the City Council.

39  
40 NOW, THEREFORE,

41 BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY  
42 COMMISSIONERS OF CLARK COUNTY, STATE OF WASHINGTON, AS  
43 FOLLOWS:

44 Section 1. As recommended in SR \_\_\_\_\_ and in the City/County  
45 Telecommunications Commission Resolution 2006-05, attached hereto as Exhibit "A",  
46 TV ETC, the City/County Cable Television Office, Clark County, and the Evergreen  
47 School District are hereby awarded grants to be paid from funds appropriated by  
48 Ordinance 1999-10-15 from the PEG Capital Support Fund for the capital purchases  
49 described as follows:

<b>Grant Application</b>	<b>Recommended</b>
• TV ETC – Battle Ground School District Request	<b>\$22,403.96</b>
• TV ETC - Vancouver School District Request	<b>\$128,219.13</b>
• TV ETC - TV ETC/ESD 112 Head End Request	<b>\$69,647.35</b>



• <b>CVTV – Cable Cast Booth at Port of Vancouver</b>	<b>\$234,126.00</b>
• <b>TV ETC - Evergreen School District Request</b>	<b>\$134,749.89</b>
• <b>Evergreen School District New High School I-NET Implementation Project</b>	<b>\$25,800.00</b>
• <b>Evergreen School District New Elementary I-NET Implementation Project</b>	<b>\$25,800.00</b>
• <b>Clark County Department of Community Development Battle Ground I-NET Connection</b>	<b>\$37,979.19</b>
• <b>Clark County Child Abuse Intervention Center I-NET Connection</b>	<b>\$19,191.83</b>
• <b>Clark County Mabry and Salmon Creek Waste Water Treatment Plant I-NET Connection Operating Expenses</b>	<b>\$17,395.20</b>
• <b>CVTV – Videoconferencing System for Vancouver Police Department</b>	<b>\$0</b>
<b>Total PEG Access Capital Grant Funds</b>	<b>\$715,312.55</b>

Section 2. Award of the grants described in Section 1 is conditioned upon:

- (a) Approval of such grants by the City Council; and
- (b) Compliance by TV ETC, the City/County Cable TV Office, Clark County and the Evergreen School District with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 1999-03, attached as Exhibit "B."

Section 3. The County Administrator is authorized to execute all necessary agreements with TV ETC, City/County Cable TV Office, Clark County and the Evergreen School District, consistent with Vancouver/Clark County Telecommunications Commission Resolution 1999-03, to assure compliance with the terms of the grant.

64

65

66 ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

67 Attest:

BOARD OF CLARK COUNTY  
COMMISSIONERS

68

69

70

71

72

73

Clerk to the Board

By: \_\_\_\_\_  
Marc Boldt, Chair

74

75 Approved as to form only

76 ART CURTIS

77 Prosecuting Attorney:

78

79

80

81

82

83

E. Bronson Potter

Deputy Civil Prosecuting Attorney

By: \_\_\_\_\_  
Betty Sue Morris, Commissioner

By: \_\_\_\_\_  
Steve Stuart, Commissioner

84 Attachments:

85

86

87

88

89

90

91

92

Exhibit "A" – Telecommunications Commission Resolution 2006-05

Exhibit "B" – Telecommunications Commission Resolution 1999-03

I:/PEG Grants 2006/CountyPegResRnd8.doc

BOCC  
CONSENT AGENDA

**#9**

**BOARD OF COMMISSIONERS  
MINUTES ~ August 22, 2006**

BOCC  
CONSENT AGENDA

**#10**

CONSENT REPORT

DEPARTMENT/DIVISION: Planning/Community Development

DATE: August 22, 2006

SPECIFIC REQUEST: Acceptance of plat for recording

CHECK ONE:    Consent   XX   Routine

=====

BACKGROUND: Transmitted for acceptance by the Board is the subdivision of  
MISTY MEADOWS ESTATES (PLD2005-00026/ FLD2006-00019)

The following conditions have been met:


1. Computations have been checked and approved by our department.
2. All other requirements have been met.

BUDGET IMPLICATIONS: N/A

POLICY IMPLICATIONS: N/A

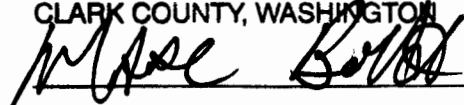
ACTION REQUESTED: It is recommended that the Board accept the plat of  
MISTY MEADOWS ESTATES for recording.

DISTRIBUTION INSTRUCTIONS: Please call when plat is ready and return the  
transmittal to this office.



Peter Capell, P.E.  
County Engineer  
PC/kww

Approved 8-24 20 06  
BOARD OF COUNTY COMMISSIONERS OF  
CLARK COUNTY, WASHINGTON

 Chair

CONSENT REPORT

DEPARTMENT/DIVISION: Community Development/Engineering

DATE: August 28, 2006

SPECIFIC REQUEST: Acceptance of plat for recording

CHECK ONE:      Consent   XX   Routine

=====

BACKGROUND: Transmitted for acceptance by the Board is the subdivision of  
MARY'S CIRCLE (PLD2005-00114/ FLD2006-00022)

The following conditions have been met:

1. Computations have been checked and approved by our department.
2. All other requirements have been met.

BUDGET IMPLICATIONS: N/A

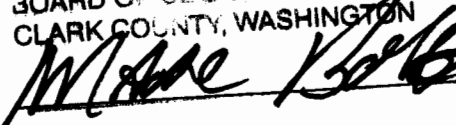
POLICY IMPLICATIONS: N/A

ACTION REQUESTED: It is recommended that the Board accept the plat of  
MARY'S CIRCLE for recording.

DISTRIBUTION INSTRUCTIONS: Please call when plat is ready and return the  
transmittal to this office.



Peter Capell, P.E.  
County Engineer  
PC/kww

Approved 8-30 2006  
BOARD OF COUNTY COMMISSIONERS OF  
CLARK COUNTY, WASHINGTON  
 Chair

BOCC  
CONSENT AGENDA

**#11**



NOTICE OF PUBLIC HEARING  
CLARK COUNTY BOARD OF COMMISSIONERS

NOTICE IS HEREBY GIVEN that the Clark County Board of Commissioners will conduct a public hearing on **TUESDAY, SEPTEMBER 19, 2006, at 10:00 a.m.**, on the 6<sup>th</sup> Floor in the Commissioners' Hearing Room, 1300 Franklin Street, Vancouver, WA to consider the following:

A. AMEND THE CLARK COUNTY SPECIAL USES AND STANDARDS

A draft ordinance amending CCC 40.260 and CCC 40.230.010 -1 to include Opiate Substitution Treatment Facilities as CCC 40.260.165. The location of **Opiate Substitution Treatment Facilities** is of significant concern to the Board of County Commissioners. This new code is designed to regulate the location of Opiate Substitution Treatment Facilities. The purpose of the Hearing is to review criteria for the location siting of Opiate Substitution Treatment Facilities.

More information concerning this matter may be obtained by contacting Clark County Community Planning, 1300 Franklin Street, Vancouver, Washington, telephone (360) 397-2375, ext. 4909.

Any person wishing to give testimony in this matter should appear at the time, date, and place above stated.

CLARK COUNTY BOARD OF COMMISSIONERS

  
Clerk of the Board

Approved as to Form Only

ARTHUR D. CURTIS

By: 

Richard S. Lowry

Chief Civil Deputy Prosecuting Attorney

PLEASE PUBLISH September 4, 2006



For alternate formats or to request auxiliary aids, contact the Clark County ADA Office Voice (360) 397-2025, TTY (360) 397-2445, Email: [ADA@Clark.WA.GOV](mailto:ADA@Clark.WA.GOV)

BOCC  
CONSENT AGENDA

**#12**

**NOTICE OF PUBLIC HEARING  
CLARK COUNTY BOARD OF COMMISSIONERS**

**NOTICE IS HEREBY GIVEN** that the Clark County Board of Commissioners will conduct a public hearing on **TUESDAY, SEPTEMBER 19, 2006, at 10:00 a.m.**, at the Public Services Building, BOCC Hearing Room, 1300 Franklin Street, 6<sup>th</sup> Floor, Vancouver, Washington, to consider the following:

**A. BIENNIAL CODE AMENDMENTS:** Clark County is proposing several code amendments as follows:

<b>BI-ANNUAL CODE CHANGE INDEX - SUMMER 2006</b>		
<b>No.</b>	<b>Title/Chapter/Section</b>	<b>Description</b>
<b>Scrivener's Errors</b>		
<b>Title 2, Administration and Personnel</b>		
01.	02.46.020	Delete reference to Fire Standards Advisory Board
02.	02.51.150	Correct cross-references to other sections of the Code
<b>Title 5, Business Licenses and Regulations</b>		
03.	05.45.120	Use the term, "Responsible Official," instead of the term, "Planning Manager."
04.	05.45.160	Use the term, "Responsible Official," instead of the term, "Planning Manager."
<b>Title 6, Application and Service Fees</b>		
05.	06.110A.010(K)(vi)(c)	Change "Minor" to "Major" home business in one row
06.	06.100.010	Correctly reference section 6.110A and use the term "Development" fees instead of "Engineering" and "Planning" fees.
<b>Title 8, Animals</b>		
07.	08.07.110(7)	Delete the requirement for a certificate of zoning compliance
<b>Title 9, Public Peace, Safety and Morals</b>		
08.	09.12.027(6)	Correctly reference chapter 6.110A
09.	09.12.050(3) and (4)	Substitute "Community Development" for "Planning" Department and "responsible official" for "planning director."
10.	09.14.015	Update references to various residential districts.
11.	09.14.020	Substitute the term, "Clark County Public Health" for the term, "Southwest Washington Health District."
<b>Title 10, Vehicles and Traffic</b>		
12.	10.08A.110	Correctly reference the Public Works Department and update the address to 1300 Franklin St.
<b>Title 12, Streets and Roads</b>		
13.	12.20A.030(G) and (H)	Correctly reference Chapter 13.12A and Title 36
<b>Title 13, Public Works</b>		
14.	13.10.040(1) and (2)	Correctly reference Chapter 40.370 and substitute "Clark County Public Health," for the "Southwest Washington Health District."
<b>Title 14, Buildings and Structures</b>		
15.	14.14A.030(4)	Correctly reference the International Building Code
16.	Entire Chapter 14.20	Substitute the term, "Clark County Public Health" for the term, "Southwest Washington Health District."
17.	14.32A.230(2)	Correctly reference Chapter 14.05 and the International Building Code.

	<b>Title 15, Fire Prevention</b>	
18.	Entire Title 15	Change terminology from “uniform fire code” to “International Fire Code.”
	<b>Title 16, Boating</b>	
19.	16.24.020	Update the reference to “Vancouver-Clark Parks and Recreation” and the address to 610 Esther Street.
	<b>Title 24, Public Health</b>	
20.	Entire Title 24	Substitute the term, “Clark County Public Health” for the terms, “Southwest Washington Health District” and “Health District.”
21.	24.12.180	Correctly reference Chapter 40.520.030.
22.	24.12.230(5)	Delete outdated option (5) for meeting the Solid Waste Performance Bond requirement.
	<b>Title 32, Enforcement</b>	
23.	32.04.050	Substitute the term, “Home Business/Occupation,” for “home business.”
24.	32.04.055(2)(d)	Update the address of Clark County Code Enforcement.
	<b>Title 40, Unified Development Code</b>	
25.	40.100.070	Update the definition of “garden shed.”
26.	40.100.070	Correctly reference the International Fire Code in the definition of “hazardous substances.”
27.	40.200.070(A)(4)	Delete requirement to submit a receipt for cost of garden shed to be eligible to place in a side or rear yard setback via the garden shed waiver process.
28.	40.230.010(D)(5)	Correctly reference 40.520.040(E), site plan approval criteria.
29.	Table 40.230.030-1(F) and (G)	Renumber major headings “Services” to (D) and “Other” to (E), correctly reference P/C <sup>4</sup> in reference to “Cellular and other wireless communications” and P <sup>1</sup> for “Mobile food services.” Edit table endnote 4.
30.	40.230.030(D)(6)(k)	Add a phrase in the site landscaping and design section that was inadvertently deleted in the last code printing.
31.	40.230.050.(C)(4)(g) and (h)	Correctly reference sections 40.320.010(D)(2) and 40.570.080(i) in the University District site plan approval criteria.
32.	40.230.070(B)	Substitute “urban holding” for “resource” zone districts.
33.	Table 40.230.080-1	Delete a duplicate reference to NAICS code 32512, Industrial gas manufacturing, in the industrial uses table.
34.	40.260.220	Substitute “Community Development Department” for “County Treasurer” as the payee for a temporary use cash or surety bond.
35.	40.260.250(F)(2)	Delete an incorrect reference to a section in the Wireless Communications Facilities chapter.
36.	40.260.250(G)(3)(a)	Insert a requirement for the neighborhood meeting to review a new wireless support tower proposal to be held no more than 90 days prior to submittal of the application
37.	Table 40.310.010-1	Delete the phrase “(needs footnote)” from the Off Premises Directional sign row
38.	40.350.030(C)(3)(f)	Correctly reference Appendix J of the International Building Code in the Transportation Design Specifications section.
39.	40.380.060(D)(3)(d)	Correctly reference the post decision review section in the Final Stormwater Plan Submittals section.
40.	40.380.060(E)(3)(b)(12)	Correctly reference Appendix J of the International Building Code in the Erosion Control Plan section.
41.	40.380.060(F)(1)(b)	Correctly reference Appendix J of the International Building Code in the Development Plans section.
42.	40.430.030(A)	Correctly reference fee table, 6.110A, in the Geologic Hazards chapter.

43.	40.520.040(A)(4)(c)	Correctly reference Chapter 14.05 in the Site Plan Review section.
44.	40.520.050(B)(1)(f)	Delete this provision in the Sign Permits chapter. It references repealed solar access guidelines.
45.	40.540.040(A)(4)	Correctly reference the Type III procedures section in the Subdivisions chapter.
46.	40.560.010(L)(3)(d)	Correctly reference the urban growth boundary map change application criteria in the Plan and Code Amendments chapter.
47.	40.570.080(C)(3)(a)(3)	Correctly reference various International Building Code sections in the SEPA Policies section.
48.	50.570.080(C)(3)(e)(2)	Correctly reference the State Energy Code (WAC 51-11) in the SEPA Policies section
49.	40.570.080(C)(3)(k)(5)(a)	Correctly reference various International Building Code sections in the SEPA Policies section.
50.	40.610.020	Correctly reference the International Building Code in the definition of “applicable development” in the Development Impact Fees chapter.
51.	40.610.020	Correctly reference the International Building Code in the definition of “building permit” in the Development Impact Fees chapter.
<b>Prior Board Direction</b>		
<b>Title 9, Public Peace, Safety and Morals</b>		
52.	09.12.26(2)(C)	Include unincorporated areas within urban growth boundaries and rural centers in “no shooting” zones.
<b>Title 14, Buildings and Structures</b>		
53.	14.05.9000.(J103)(2)(1)	Clarify the intent and thresholds for grading permit exemptions.
<b>Title 40, Unified Development Code</b>		
54.	40.100.070	Reference International Building Code Appendix J in the definition of “grading permit.”
55.	Table 40.350.030-4 and applicable standard drawings, details and specifications.	Revise endnote 8 to allow rolled curb only on cul-de-sac bulbs.
56.	40.510.030(H)(2)	Codify the preferred format for appeals of hearings examiner decisions.
<b>Policy Issues</b>		
<b>Title 40, Unified Development Code</b>		
57.	40.100.070	Add a definition of “developable area.”
58.	Table 40.210.010-1	Clarify that helicopter landing/take off facilities are only allowed in resource zones when associated with a forest or agricultural activity.
59.	40.210.030(D), 40.350.030(A)(8)(d), Table 40.350.030-3, and Table 40.350.030-5	Requires sidewalks to be constructed in residential developments in Rural Centers.
60.	Table 40.230.030-1	Delete lessors of residential buildings, mini-warehouses/self storage units, and “other real estate property” from the permitted uses list in the Office Campus and Business Park districts.
61.	40.260.100(A) and 40.550.020(A)(1)	Recognize that home business standards are “qualifying standards” and, therefore, not subject to variance provisions.

More information concerning this matter may be obtained by contacting Clark County Community Development Department, Planning Division, 1300 Franklin Street, Vancouver, Washington. **Staff Contact: Patrick Lee, 360 397-2375 Ext. 4070.**

**E-mail: [Patrick.Lee@clark.wa.gov](mailto:Patrick.Lee@clark.wa.gov)**

Any person wishing to give testimony in this matter should appear at the time, date, and place above stated.

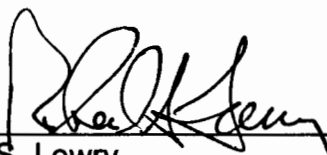
CLARK COUNTY BOARD OF COMMISSIONERS



Clerk of the Board

Approved as to Form only:

ARTHUR D. CURTIS  
Prosecuting Attorney

By:   
Rich S. Lowry  
Chief Civil Deputy Prosecuting Attorney

**PLEASE PUBLISH: MONDAY, SEPTEMBER 4, 2006**



For alternate formats or to request auxiliary aids, contact the Clark County ADA Office Voice (360) 397-2025, TTY (360) 397-2445, Email: [ADA@Clark.WA.GOV](mailto:ADA@Clark.WA.GOV)

BOCC  
CONSENT AGENDA

**#13**

## NOTICE OF PUBLIC HEARING

The Board of Clark County Commissioners will hold a public hearing on Wednesday, **September 20, 2006, at 2:00 p.m. and 6:30 p.m.** in the Hearing Room, 6<sup>th</sup> Floor, Public Service Center, 1300 Franklin Street, Vancouver, Washington to:

**Solicit public comments on the August 25, 2006 Draft Environmental Impact Statement (DEIS) for the Comprehensive Growth Management Plan.**

At the direction of the Board of County Commissioners, the hearing scheduled for 2:00 p.m. will be primarily reserved for cities and capital facilities and service providers. The hearing scheduled for 6:30 p.m. will be open for the general public. All comments should be directed toward the DEIS for the Comprehensive Growth Management Plan.

**Staff Contact: Marty Snell, (360) 397-2280, Ext. 4112**

More information concerning this matter may be obtained by contacting Clark County Community Planning, 1300 Franklin Street, Vancouver, Washington, telephone (360) 397-2280, ext. 4112.

Any person wishing to give testimony in this matter should appear at the time, date, and place above stated.

BOARD OF COUNTY COMMISSIONERS



Clerk of the Board

Approved as to Form Only

ARTHUR D. CURTIS

Prosecuting Attorney

By



Deputy Prosecuting Attorney

PUBLISH: September 4, 2006



For alternate formats or to request auxiliary aids, contact the Clark County ADA Office Voice (360) 397-2025, TTY (360) 397-2445, Email: [ADA@Clark.WA.GOV](mailto:ADA@Clark.WA.GOV)



BOCC  
CONSENT AGENDA

**#14**

AK



# NOTICE OF LIQUOR LICENSE APPLICATION

**RETURN TO:** WASHINGTON STATE LIQUOR CONTROL BOARD  
License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: www.liq.wa.gov  
DATE: 8/10/06

TO: CLARK COUNTY COMMISSIONERS

RE: ASSUMPTION  
From KAZALA, INC.  
Dba GAS TOWNE U.S.A.

**APPLICANTS:**

ARM ALI INC

ALI, ABDUL FARUK  
1959-08-30  
ALI, MOHAMMED ZULFIKAR  
1983-02-05  
ALI, ROZINA BEGUM  
1963-07-03

License: 072681 - 1L County: 06  
UBI: 602-638-563-001-0001  
Tradename: GAS TOWN USA  
Loc Addr: 10809 NE 4TH PLAIN  
VANCOUVER WA 98662-5805

Mail Addr: 5620 NE GHER RD # 6  
VANCOUVER WA 98662

Phone No.: 707-803-9268 PAULA LANGENDORERFER

Privileges Applied For:  
GROCERY STORE - BEER/WINE

**RECEIVED**

AUG 14 2006

Board of Commissioners

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?.....<br>(See WAC 314-09-010 for information about this process) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.                   |                          |                          |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE